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Amendment to the Interconnection Agreement  
Between  
Sprint Communications Company, L.P.  
and  
Qwest Corporation  
f.k.a U S WEST Communications, Inc.

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APR 02 2001

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

This Amendment ("Amendment") is made and entered into by and between Sprint Communications Company, L.P. ("Sprint") and Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest").

RECITALS

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

WHEREAS, Sprint and Qwest desire to amend the Agreement by adding the terms, conditions and rates contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms.

This Amendment is made in order to add terms, and conditions for Single Point of Presence ("SPOP") in the LATA as set forth in Attachment 1 and Exhibit A attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, Sprint must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. Sprint will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

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The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Sprint Communications Company**

Kendal Shaw for  
Authorized Signature

W. Richard Morris  
Printed Name

Vice President, Local Markets  
Title

March 22, 2001  
Date

**Qwest Corporation**

Cynthia L. Humphrey  
Authorized Signature

Cynthia L. Humphrey  
Printed Name

Sales Director, Sprint Account  
Title

March 26, 2001  
Date

## Attachment 1

### 1. Single Point of Presence (SPOP) in the LATA

1.1 By utilizing SPOP in the LATA, CLEC can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. CLEC can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the CLEC's physical point of presence.

1.2 SPOP in the LATA includes an Entrance Facility (EF)/Expanded Interconnect Channel Termination (EICT) and Direct Trunked Transport (DTT) options at both a DS1 and DS3 capacity.

1.3 Where there is a Qwest local tandem serving an end office that CLEC intends to terminate traffic, the following conditions apply:

1.3.1 All local trunking must be ordered to the Qwest local tandem for the Qwest end office served by the Qwest local tandem.

1.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.

1.3.3 A separate trunk group to the Qwest Access Tandem is required for the exchange of Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4 Where there is no Qwest local tandem serving a Qwest end office, CLEC may choose from one of the following options:

1.4.1 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4.2 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1.4.2.1 If the CLEC uses two way trunking, Qwest will send all Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic delivered to the Qwest access tandem on the same combined trunk.

1.4.3 A one-way terminating CLEC LIS trunk group to the Qwest access tandem for CLEC traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4.4 CLEC may utilize a one-way LIS trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1.4.4.1 If CLEC orders either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/ Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.

1.5 CLEC must have SS7 functionality to use SPOP in the LATA.

1.6 If there is more than one Qwest access tandem with the LATA boundary, the CLEC must order LIS trunking to each Qwest access tandem that serves their end-user customers' traffic to avoid call blocking. CLEC must trunk to each Qwest access tandem even if there is not currently a CLEC customer base at each access tandem. CLECs only need to trunk to each local tandem where they have a customer base. The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.

1.7 Where CLEC requests for trunking for SPOP in a LATA that exceed fifty (50) miles, Qwest reserves the right to request negotiation of a Mid-Span meet POI.

1.8 SPOP in the LATA cannot be used in conjunction with existing CLEC LIS trunking that connect to Qwest's end office switches with tandem functionality.

1.9 SPOP in the LATA is not available for the sole purpose of delivering ISP bound, interstate in nature, traffic.

1.10 The LIS SPOP facility cannot be used to access unbundled network elements.

1.11 SPOP in a LATA is available only where facilities are available. Qwest is not obligated to construct new facilities to provide SPOP in a LATA.

## 1.12 **Ordering**

1.12.1 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.

## EXHIBIT A

### SINGLE POINT OF PRESENCE WAIVER

Qwest will waive the requirement for CLEC to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

CLEC certifies that it will not originate any Exchange Access or Jointly Provided Switched Access traffic destined for subtending offices of Qwest Access Tandems for which CLEC seeks a waiver. Or, if CLEC does originate such traffic, that CLEC will route such traffic to an Interexchange Carrier network. In addition, CLEC certifies that it has no end users in the serving area of the Qwest Access Tandem for which CLEC seeks a waiver.

CLEC will notify Qwest of the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. CLEC will provide thirty (30) days written notice to Qwest advising of any changes in the network configuration of the aforementioned access tandems.

Under this waiver any incorrectly routed Exchange Access and Jointly Provided Switched Access traffic will be billed separately, by Qwest to CLEC, via a manual bill.

Misrouted usage will be billed, per MOU, based on Qwest's retail direct dial Message Telecommunication Service (MTS) rates, as follows:

| STATE            | TARIFF  | RATE BASE  |
|------------------|---|--|
| Arizona          | Qwest Arizona Competitive Exchange and Network Services Administrative Guidelines | Business - Day Rate Per Minute                               |
| Colorado         | Qwest Colorado Exchange and Network Services Tariff and Price List                | Business - Maximum Day Rate Per Minute                       |
| Iowa             | Qwest Iowa Exchange and Network Services Catalog                                  | Business - Day Rate Per Minute                               |
| Idaho - Northern | Qwest Northern Idaho Exchange and Network Services Tariff                         | Business - Day Rate Per Minute                               |
| Idaho - Southern | Qwest Southern Idaho Exchange and Network Services Catalog                        | Business - Day Rate Per Minute                               |
| Minnesota        | Qwest Minnesota Exchange and Network Services Price List                          | Business - Day Rate Per Minute                               |
| Montana          | Qwest Montana Exchange and Network Services Tariff and Price List                 | Business - Mileage - 20 and over Maximum Day Rate Per Minute |
| Nebraska         | Qwest Nebraska Exchange and Networks Services Catalog                             | Business - Day Rate Per Minute                               |
| New Mexico       | Qwest New Mexico Exchange and Network Competitive Services Price List             | Day Rate Per Minute  |
| North Dakota     | Qwest North Dakota Exchange and Network Services Price Schedule                   | Business - Day Rate Per Minute                               |
| Oregon           | Qwest Oregon Exchange and Network Services Tariff                                 | Day Rates - Mileage - 50-124 Additional Minute               |
| South Dakota     | Qwest South Dakota Exchange and Network Services Catalog                          | Business - Day Rate Period - Initial                         |
| Utah             | Qwest Utah Exchange and Network Services Price List                               | Business - Day Rate Per Minute                               |
| Washington       | Qwest Washington Exchange and Network Services Price List                         | Business - Day Rate Per Minute                               |
| Wyoming          | Qwest Wyoming Exchange and Network Services Price Schedule                        | Business - Day Rate Per Minute                               |



Additionally, a manual handling fee of \$100 or 10% of total billing, whichever is greater, will be charged for each such manual bill rendered.

Late Payment charges will apply as outlined in the existing Interconnection Agreement currently in effect between the Parties.

Should misrouted traffic occur, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Interconnection Agreement currently in effect between the Parties will be reinstated.

South Dakota Public Utilities Commission  
WEEKLY FILINGS  
For the Period of April 26, 2001 through May 02, 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

**CE01-001** In the matter of the Complaint filed by Rex and Lori Caldwell, Spearfish, South Dakota, against Black Hills Power and Light Regarding the unauthorized use of their property.

The Complainants allege that Black Hills Power and Light have trespassed on their property without a proper easement to supply electricity to other properties since at least October 2000. The Complainants further state that they attempted to resolve the situation with Black Hills Power and Light with no success. The Complainants request that Black Hills Power and Light purchase the easement from them at a price of \$3,500.00 or stop trespassing on their property.

Staff Analyst: Mary Healy  
Staff Attorney: Karen Cremer  
Date Docketed: 04/26/01  
Intervention Deadline: N/A

**CT01-016** In the Matter of the Complaint filed by James Abourezk, Sioux Falls, South Dakota, against Direct One Com.Long Distance Regarding Unauthorized Telecommunications Products and Services and Unauthorized Charges.

The complainant alleges that he never authorized the services of Direct One Communications. The complainant disputes the monthly charges that appear on his credit card for telecommunication services that he does not use. The complainant requests that the account be cancelled, that he receives compensation of \$1000.00 and that other fines are imposed as provided for in state law

Staff Analyst: Charlene Lund  
Staff Attorney: Kelly Frazier  
Date Docketed: 04/30/01  
Intervention Deadline: N/A

**CT01-017** In the Matter of the Complaint filed by Donald E. Lipp, Box Elder, South Dakota, against WebNet Communications, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges that his long distance service was "slammed" by WebNet. Complainant requests that WebNet pay him the maximum amount allowed under South Dakota law and that he be reimbursed for any expenses he may have incurred while trying to settle this complaint.

Staff Analyst: Mary Healy  
Staff Attorney: Karen Cremer  
Date Docketed 04/30/01  
Intervention Deadline: N/A

**CT01-018** In the Matter of the Complaint filed by Daniel R. Wonnemberg, Brookings, South Dakota, against Sprint Communications Company L.P. Regarding Unauthorized Billing for Services.

The Complainant alleges that Sprint billed him for unauthorized international calls. The Complainant requests that the Public Utilities Commission contact, inform and work with any agency necessary to reverse the charges incurred by the international calls. The Complainant further states that a policy needs to be initiated and enforced to prevent consumers from this undue hardship, inconvenience and financial

Amendment to an Interconnection Agreement between Qwest Corporation and Sprint Communications Company L.P. The Agreement is a negotiated agreement between the parties and was originally approved by the Commission effective November 21, 1997, in Docket TC97-149. According to the parties the Amendment is made to add terms and conditions for Single Point of Presence (SPOP) in the LATA as set forth in Attachment 1 and Exhibit A attached to the Amendment. 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 May 22, 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: 05/02/01  
Initial Comments Due: 05/22/01

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc/>**

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

|                                      |                 |
|--------------------------------------|-----------------|
| IN THE MATTER OF THE FILING FOR )    | ORDER APPROVING |
| APPROVAL OF A SPOP AMENDMENT TO AN ) | AMENDMENT TO    |
| INTERCONNECTION AGREEMENT BETWEEN )  | AGREEMENT       |
| QWEST CORPORATION AND SPRINT )       |                 |
| COMMUNICATIONS COMPANY L.P. )        | TC01-046        |

On April 2, 2001, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Sprint Communications Company L.P. (Sprint) and Qwest. The amendment is made to add terms and conditions for Single Point of Presence (SPOP) in the LATA as set forth in Attachment 1 and Exhibit A attached to the Amendment.

On May 3, 2001, the Commission electronically transmitted notice of the filing of the amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until May 22, 2001, to do so. No comments were filed.

At its duly noticed July 10, 2001, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Sprint. Commission Staff recommended its approval.


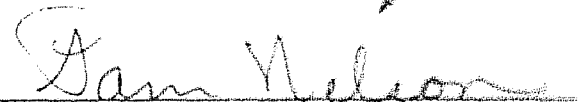
The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the amendment does not discriminate against a telecommunications carrier that is not a party to the amendment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

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

Dated at Pierre, South Dakota, this 12<sup>th</sup> day of July, 2001

|  |                     |
|--|---------------------|
| <b>CERTIFICATE OF SERVICE</b>  |                     |
| 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>Alaine Kelbo</u> |
| Date   | <u>7/13/01</u>      |
| (OFFICIAL SEAL)  |                     |

BY ORDER OF THE COMMISSION:

|  |   |
|--|---|
| <br>_____<br>JAMES A. BURG, Chairman | <br>_____<br>PAM NELSON, Commissioner |
|--|---|