



Qwest
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Melissa Thompson
Senior Attorney

May 20, 2005

RECEIVED
MAY 20 2005
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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

Re: Rate Updates Amendment to Interconnection Agreement between Qwest Corporation and MidContinent Communications, Inc. ("MidContinent") for the State of South Dakota

Dear Ms. Bonrud:


Please find enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 an original and 10 copies of the Rate Updates Amendment to Interconnection Agreement between Qwest Corporation and Midcontinent for the State of South Dakota. This Amendment revises the Interconnection Agreement between the parties approved by the Commission on May 5, 1999 in Case No. TC99-023.

Contact information for MidContinent is as follows:

Nancy A. Vogel, Business Director- Communications
MidContinent Communications, Inc.
5001 W. 41st Street
Sioux Falls, SD 57106
Telephone: 605-357-5485

We have also enclosed an extra copy of this letter. Please date stamp the extra copy and return to us for our files.

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Sincerely,

Melissa K. Thompson

Enclosures
cc: Colleen Sevoid (w/o enclosure)
Nancy A. Vogel (w/o enclosure)

**Rate Updates Amendment
to the Interconnection Agreement
between
Qwest Corporation
and
MidContinent Communications
for the State of South Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and MidContinent Communications ("CLEC"), a SD General partnership.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the state of South Dakota, that was approved by the South Dakota Public Utilities Commission on May 5, 1999, as referenced in Docket No. TC99-023 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions 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:

Amendment Terms

Exhibit A of the Agreement is hereby amended by adding the rates for Interconnection Tie Pairs (ITP), as set forth in the Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Amendments; Waivers

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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.

MidContinent Communications



Authorized Signature

Nancy A. Vogel

Name Printed/Typed

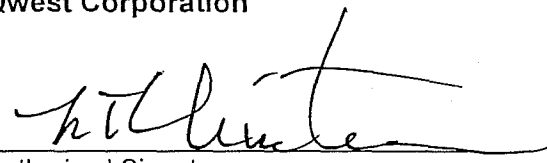
Business Director/Communications

Title

April 4, 2005

Date

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director - Interconnection Agreements

Title

4/2/05

Date

**Exhibit A
South Dakota***

Amendment					Notes		
		Recurring	Recurring, per Mile	Nonrecurring	REC	Mile	NRC
9.0 Unbundled Network Elements (UNEs)							
9.1 Interconnection Tie Pairs (ITP), per Termination							
9.1.1	DS0						
	9.1.1.1 DS0 2-Wire		\$1.14		A		
	9.1.1.2 DS0 4-Wire		\$1.45		A		
9.1.2	DS1		\$12.57		A		
9.1.3	DS3		\$36.56		A		

NOTES:

Unless otherwise indicated, all rates are pursuant to South Dakota Public Utilities Commission dockets:

A: Qwest and AT&T Arbitration in Docket No. TC96-184, effective March 4, 1999