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Melissa Thompson
Senior Attorney

October 14, 2005

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

Re: End Office with Local Tandem Functionality Amendment to Interconnection Agreement between Qwest Corporation and Northern Valley Communications 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 executed copy of the End Office with Local Tandem Functionality Amendment to the Interconnection Agreement between Qwest Corporation and Northern Valley Communications approved by the Commission on March 30, 1999.

Contact information for Northern Valley Communications is as follows:

Doug Eidahl
Northern Valley Communications
235 E. 1st Avenue
Groton, SD 57445
Telephone: 605-725-1000

We will forward an electronic copy of the Agreement to you for posting on the Commission's website. We have also enclosed a copy of this letter for date-stamping. Please return that copy to us. Thank you for your help with this matter. If you have any questions or concerns, please contact me.

Sincerely,



Melissa K. Thompson

Enclosures

cc: Colleen Sevoid (w/o enclosure)
Doug Eidahl (w/o enclosure)

**End Office with Local Tandem Functionality Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Northern Valley Communications
for the State of South Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Northern Valley Communications ("CLEC").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of South Dakota, that was approved by the South Dakota Public Utilities Commission on March 30, 1999; 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

The Agreement is hereby amended by adding the terms and conditions for End Office with Local Tandem Functionality (EO w/LTF) as set forth below:

"To the extent Qwest is using a specific End Office Switch to deliver limited Tandem Switch functionality to itself, a wireless service provider, another CLEC, or another ILEC, it will arrange the same trunking for CLEC."

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.

**Northern Valley
Communications**

James Graft
Authorized Signature

James Graft
Name Printed/Typed

CEO
Title

10/3/05
Date

Qwest Corporation

L. T. Christensen
Authorized Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

10/12/05
Date