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Windstream Communications
4001 Rodney Parham Road
1170 B3F03-84A
Little Rock, AR 72212
COMMISSION CLERK

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January 22, 2009

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COMMISSION CLERK

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Via Federal Express

Re: Amendment to the Interconnection agreement between Windstream Florida, Inc. and Sprint Spectrum, LP

Dear Ms. Bayo:

Enclosed for filing are three (3) copies and an original of the above-referenced Amendment to the Interconnection Agreement between Windstream Florida, Inc. and Sprint Spectrum (Interconnection Agreement approved Docket No. 060056).

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to me in the self-addressed, stamped envelope.

Thank you for your assistance in this matter.

Sincerely,
W. Lee Elliott
W. Lee Elliott
Enclosures

- COM _____
- ECR _____
- GCL _____
- OPC _____
- RCP _____
- SSC _____
- SGA _____
- ADM _____
- CLK _____

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AMENDMENT NO. 1

090044

to the

INTERCONNECTION AGREEMENT

between

WINDSTREAM FLORIDA, INC.
(f/k/a Alltel Florida, Inc.)

and

SPRINT SPECTRUM

This Amendment No. 1 ("Amendment") is made this ^{14th} day of January, 2009 ("Amendment Effective Date"), by and between Windstream Florida, Inc. (f/k/a Alltel Florida, Inc.), with its principal place of business at 4001 Rodney Parham Rd., Little Rock, Arkansas 72212 and the Sprint Spectrum L.P. entities listed on the signature page of this Amendment, individually and collectively doing business as Sprint Nextel (collectively "Carrier"), with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251. Windstream and Carrier may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties". This Amendment covers services in the state of Florida

WITNESSETH:

WHEREAS, Carrier and Windstream are Parties to an Interconnection Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, that was deemed effective by operation of law on April 24, 2006 by the Florida Public Service Commission in Docket No. 060056 (the "Agreement"); and

WHEREAS, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 22 of the Agreement, wish to amend the Agreement in order to give contractual effect to the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment to the Agreement

1.0 All references to Alltel should be amended to Windstream.

1.1 Preamble is amended to replace Windstream office address with the following:

4001 Rodney Parham Rd., Little Rock, Arkansas 72212

1.2 Part C - Interconnection and Reciprocal Compensation for Authorized Services Section 2 Exchange of Traffic is amended to include the following provisions:

2.7 As used in this Section, tandem transit traffic is telephone exchange service traffic that originates on Carrier's network, and is transported through a Windstream tandem to a CLEC, ILEC other than Windstream, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("a terminating carrier"), that subtends the relevant Windstream tandem to which Carrier delivers such traffic. Neither the originating nor terminating Carrier of such traffic is a Carrier of Windstream with respect to such traffic. Subtending central

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offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched exchange access service traffic is not tandem transit traffic. Tandem transit traffic service is not available through a Windstream end office.

- 2.8 Windstream shall bill Carrier for Transit Traffic originated by Carrier at the rates set for on Attachment 1.
- 2.9 If Carrier elects to receive call detail records, as further defined in Exhibit 3, Windstream agrees to provide, where available, industry standard Exchange Message Interface (EMI) call detail records associated with Transit Traffic sufficient for billing purposes within forty-five (45) days after such usage occurs. So long as Carrier routes its Transit Traffic destined for Third Party Terminating Carriers in accordance with the LERG and this Agreement, Windstream agrees to deliver Carrier-originated Transit Traffic to the Third Party Terminating Carriers to the extent the Third Party Terminating Carriers are interconnected with Windstream's tandem and Windstream is not prohibited from delivering such traffic to such Third Party Terminating Carriers. So long as Third Party Originating Carriers properly route their Transit Traffic destined for Carrier in accordance with the LERG and in accordance with terms and conditions of an applicable Windstream tariff or a written agreement with Windstream for Transit Traffic Service, Windstream agrees to deliver Transit
- 2.10 Notwithstanding the foregoing, Carrier and any third parties are responsible for negotiating and executing any appropriate contractual arrangements between themselves for the exchange of Transit Traffic through the Windstream network. Windstream will not be liable for any compensation to the Third Party Terminating Carriers for Carrier-originated Transit Traffic. Windstream will not be liable for any compensation to Carrier for Transit Traffic received by Windstream from Third Party Originating Carriers. Amounts that the Carrier bills to Windstream under other agreements shall not include any minutes of use for Transit Traffic.
- 2.11 The existing interconnection facilities between Carrier and Windstream may be utilized by the Parties for the routing of Transit Traffic. If the Carrier cannot determine Windstream originated traffic from Third Party Carriers originating traffic for billing purposes, then Carrier may order and maintain a separate facility for Transit Traffic. Carrier will pay 100% of the facility costs used for the routing of Transit Traffic. Carrier originated traffic terminating to a Windstream retail Carrier may not be routed on the Transit Facility.
- 1.3 Attachment 1 – Price List is amended to add the rate of \$.003 for Transit Traffic
- 1.4 Add enclosed Attachment 3 – Call Detail Records to this Agreement

2. Miscellaneous Provisions

- 2.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 2.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
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- 2.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 2.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 1 and 2 of this Amendment, and, except to the extent set forth in Sections 1 and 2 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

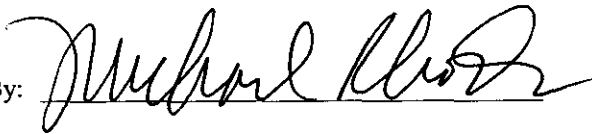
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Windstream Florida, Inc.

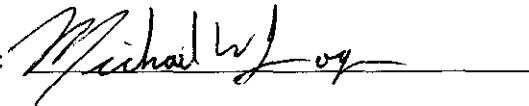
Sprint Spectrum L.P. and affiliates

(collectively "Carrier")

By:



By:



Printed: Michael D. Rhoda

Printed: Michael W. Logan

Title: Senior Vice President – Government
Affairs

Title: Director, Access Strategy

ATTACHMENT 3 – CALL DETAIL RECORD

1. Scope

- 1.1 This Attachment describes the arrangements that will be utilized by Windstream when Carrier requests to receive call detail records from Windstream for billing to the originating Third Party Originating Carrier.

2. Call Detail Records

- 2.1 Windstream will provide Carrier call detail records upon election, as identified below, to receive these records on a once per month transmission from Windstream.

Carrier Requests Windstream to Provide Call Detail Records: _____

Carrier Requests Windstream to Not Provide Call Detail Records: X

- 2.2 When Carrier requests Windstream to provide call detail records for billing to the originating third party, Carrier agrees to pay Windstream a one time charge of \$3,750 for the all system modifications required to provide these records. This one time charge will be billed to Carrier on the initial Transit Traffic service bill. Carrier agrees not to dispute this charge when billed.

- 2.3 When Carrier requests Windstream to provide call detail records, Windstream shall provide industry standard call detail records to Carrier as the terminating carrier for Third Party Originating Transit Traffic that Windstream delivers to Carrier, for billing purposes. Windstream shall not be liable for any compensation to Carrier or any Third Party Originating Carrier Transit Traffic service. Carrier is solely responsible for negotiating and executing any appropriate contractual arrangements with the third party carrier for the exchange of Third Party Originating Carrier Transit Traffic through the Windstream network.

- 2.4 When Carrier requests Windstream to provide call detail records, Windstream will provide these call detail records one time each month for each Windstream operating company to Carrier at no charge. If Carrier requests additional copies of these call detail records, Carrier will pay Windstream \$.0025 per record. This per record charge will be billed to Carrier on the next Transit Traffic service bill.