

**AUSLEY & McMULLEN**

ATTORNEYS AND COUNSELORS AT LAW

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TALLAHASSEE, FLORIDA 32301  
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ORIGINAL

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16 APR 20 AM 10:38

COMMISSION  
CLERK

April 20, 2005

**BY HAND DELIVERY**

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

Re: Agreement of adoption of an approved interconnection  
agreement pursuant to 47 U.S.C. § 252(i) between ALLTEL  
Florida, Inc. and Cox Florida Telecom, L.P.

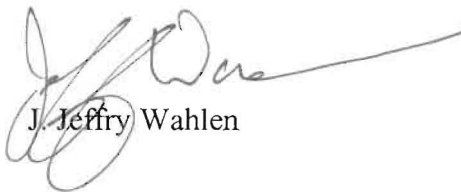
Dear Ms. Bayo:

Pursuant to Section 252 of the Telecommunications Act of 1996, enclosed for filing are the original and fifteen (15) copies of the above-referenced Agreement of Adoption.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,



J. Jeffrey Wahlen

Enclosures

DOCUMENT NUMBER-DATE  
03844 APR 20 05  
FPSC-COMMISSION CLERK

Ms. Blanca S. Bayo

4/20/05

Page2

cc: Cox Florida Telecom, L.P.  
Attn: Rachelle Whitacre  
Regulatory Manager  
225 Clearfield Avenue  
Virginia Beach, VA 23467

Cox Florida Telecom, L.P.  
Attn: Suzanne L. Howard  
Director, Regulatory Affairs  
1400 Lake Hearn Drive  
Atlanta, GA 30319

Bettye Willis  
ALLTEL Florida, Inc.  
One Allied Drive  
Little Rock, AR 72203-2177

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**ALLTEL COMMUNICATIONS**

***Wholesale Services***

One Allied Drive  
Mailstop B5F04-D  
Little Rock, Arkansas 72202

**Leslie A. Fendley**

***Senior Analyst – Contract Negotiations***

Phone (501) 905-5063

Fax: (501) 905-6299

Email: leslie.a.fendley@alltel.com

April 5, 2005

Ms. Judith Gunn  
Cox Communications  
1400 Lake Hearn Drive  
Atlanta, Georgia 30319

**VIA FEDERAL EXPRESS**

***RE: Agreement of adoption of an approved interconnection agreement pursuant to 47 U.S.C. 252(i).***

Dear Ms. Gunn:

ALLTEL has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Cox Florida Telecom, L.P. ("Cox") wishes to adopt the terms of the Interconnection Agreement between ALLTEL Florida, Inc. ("ALLTEL") and Global NAPs, Inc. ("GNAPS") that was approved by the Florida Public Service Commission as an effective Agreement in the state of Florida (the "Terms"). This letter shall confirm that you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. Cox adopts the Terms of the GNAPS agreement for Interconnection with ALLTEL and in applying the Terms, agrees that Cox shall be substituted in place of GNAPS in the Terms wherever appropriate.
2. Cox requests that notice to Cox as may be required under the Terms shall be provided as follows:

To:

Cox Florida Telecom, L.P.  
Attn: Rachelle Whitacre  
Regulatory Manager  
225 Clearfield Avenue  
Virginia Beach, VA 23467  
Rachelle.whitacre@cox.com

With a copy to:  
Cox Florida Telecom, L.P.  
Attn: Suzanne L. Howard  
Director, Regulatory Affairs  
1400 Lake Hearn Drive  
Atlanta, Georgia 30319  
Suzanne.howard@cox.com

ALLTEL requests that notice to ALLTEL as may be required under the Terms shall be provided as follows:

To: ALLTEL  
Wholesale Services  
One Allied Drive  
1269-B5F04-D  
Little Rock, Arkansas 72202

Copy: ALLTEL  
Attn: Alisha York  
One Allied Drive  
1269-B5F04-D  
Little Rock, Arkansas 72202

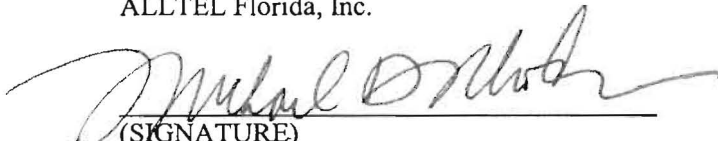
Attn: Stephen Weeks  
One Allied Drive  
1269-B5F04-D  
Little Rock, Arkansas 72202

3. **Cox represents and warrants that it is licensed to provide telecommunications service in the state of Florida and that its adoption of the Terms will be applicable to services in the state of Florida only.**
4. Cox's adoption of the GNAPS Terms shall become effective upon approval of this Agreement by the Florida Public Service Commission and shall terminate simultaneous with the termination of the GNAPS Agreement.
5. As the Terms are being adopted by you pursuant to Section 252(i) of the Act, ALLTEL does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by ALLTEL of the Terms does not in any way constitute a waiver by ALLTEL of any position as to the Terms or a portion thereof, nor does it constitute a waiver by ALLTEL of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Cox's 252(i) election.
6. The Terms shall be subject to any and all applicable laws, rules, or regulations or changes therein that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. If within sixty (60) days of the effective date of such change, the Parties are unable to agree in writing upon mutually acceptable revisions to this agreement, either Party may pursue any remedies available to it at law, in equity or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

7. Cox agrees that Cox's adoption of the GNAPS Agreement shall supercede and replace in full any and all prior agreements, written, and oral, between Cox and ALLTEL.
8. Should Cox attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, ALLTEL reserves its rights to seek appropriate legal and/or equitable relief.
9. The Parties acknowledge that ALLTEL is entitled to assert that it is a less than 2% carrier (as defined in 47 U.S.C. 153 and as provided by 47 U.S.C. 251(f)). By entering into this Agreement, ALLTEL is not waiving its right to maintain at any point during the term of this Agreement that it is a less than 2% carrier entitling it to exemption or suspension or modification under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

ALLTEL Florida, Inc.

  
\_\_\_\_\_  
(SIGNATURE)

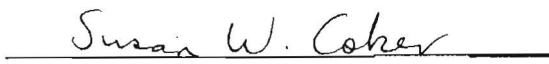
Michael D. Rhoda  
\_\_\_\_\_  
(Print Name)

Vice President – Business Development  
\_\_\_\_\_  
(Print Title)

4/12/05  
\_\_\_\_\_  
(Date)

Reviewed and countersigned:

Cox Florida Telecom, L.P.

  
\_\_\_\_\_  
(SIGNATURE)

Susan W. Coker  
\_\_\_\_\_  
(Print Name)

Assistant Treasurer  
\_\_\_\_\_  
(Print Title)

4-6-05  
\_\_\_\_\_  
(Date)