

AUSLEY & MCMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

ORIGINAL

RECEIVED FPSC
MAY -6 PM 2:50
COMMISSION
CLERK

May 6, 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: Revised 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.
Docket No. 050280-TP

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 **revised** Interconnection Agreement.

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

RECEIVED & FILED


FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
04470 MAY-6 05
FPSC-COMMISSION CLERK

- CMP Bates
- COM _____
- CTR _____
- ECH _____
- GCL _____
- OPC _____
- MMS _____
- RCA _____
- SCR _____
- SEC 1
- OTH _____

Ms. Blanca S. Bayo

5/6/05

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

h:\jjw\al\bayo adoption agmt ltr.doc

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

With a copy to:

Cox Florida Telcom, 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

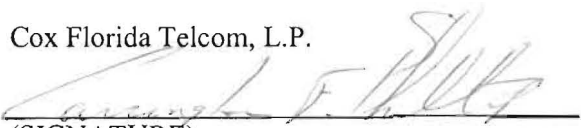
(Print Title)

4/29/05

(Date)

Reviewed and countersigned:

Cox Florida Telcom, L.P.



(SIGNATURE)

CARRINGTON F. PHILLIP

(Print Name)

VICE PRESIDENT

(Print Title)

4/27/05

(Date)