

AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET
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TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

January 23, 2006

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

060056-TP

Re: Adoption by Sprint Spectrum L.P. of Interconnection Agreement between
Alltel Florida, Inc. and Verizon Wireless

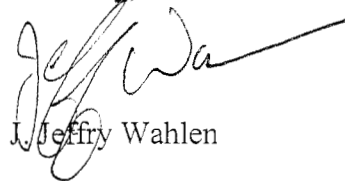
Dear Ms. Bayo:

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

Please acknowledge receipt and filing of the above by stamping the duplicate 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

00615 JAN 23 06

FPSC-COMMISSION CLERK

Blanca S. Bayo

1/23/2006

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cc: Doug Puckett
Sprint, Interconnection Services
Mailstop: KSOPHA0310-3B420
6330 Sprint Parkway
Overland Park, KS 66251

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

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Alltel Communications

ONE ALLIED DRIVE
Little Rock, AR 72202
P. O. Box 2177, 72203-2177
501-905-5692
501-905-5679 fax



To: Jeff Wahlen

From: Bettye Willis

Date: January 18, 2006

Subject: Adoption of Interconnection Agreement

Please file the attached adoption by Sprint of the Interconnection Agreement Between Alltel and Verison Wireless.

Bettye Willis
501.905.5692
bettye.j.willis@alltel.com



Alltel
1 Allied Drive
Little Rock, AR 72022

Jimmy Dolan
Manager
Negotiations

501-905-7873
501-905-6299 fax
jimmy.dolan@alltel.com

October 14, 2005

Doug Puckett
Sprint, Interconnection Services
Mailstop: KSOPHA0310-3B420
6330 Sprint Parkway
Overland Park, KS 66251

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

Dear Mr. Puckett,

Alltel Florida, Inc. ("Alltel") has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Sprint Spectrum L.P. ("Sprint") wishes to adopt the terms of the Interconnection Agreement between Alltel Florida, Inc. and Verizon Wireless ("Verizon") 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. Sprint adopts the Terms of the Verizon agreement for Interconnection with Alltel and in applying the Terms, agrees that Sprint shall be substituted in place of Verizon in the Terms wherever appropriate.
2. Sprint requests that notice to Sprint as may be required under the Terms shall be provided as follows:

To: Sprint
Legal and Regulatory
KSOPHN0212
6450 Sprint Parkway
Overland Park, KS 66251

Copy: Sprint
Interconnection Services
Mailstop: KSOPHA0310
6330 Sprint Parkway
Overland Park, KS 66251

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

3. **Sprint 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. *Sprint's adoption of the Verizon Terms shall become effective upon approval of this Agreement by the Florida Public Service Commission and shall terminate simultaneous with the termination of the Verizon 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 Sprint'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. *Sprint agrees that Sprint's adoption of the Verizon Agreement shall supercede and replace in full any and all prior agreements, written, and oral, between Sprint and Alltel.*
8. *Should Sprint 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.

Sincerely,

Alltel Florida, Inc.

Michael D Rhoda
(SIGNATURE)

Michael D. Rhoda
(Print Name)

Vice President - Business Development
(Print Title)

11/11/05
(Date)

Reviewed and countersigned:

Sprint Spectrum L.P.

W. Richard Morris
(SIGNATURE) W. Richard Morris

W. Richard Morris
(Print Name) Vice President, External Affairs

W. Richard Morris
(Print Title)

10/24/05
(Date)