

James M. Fischer Larry W. Dority Attorneys at Law Regulatory & Governmental Consultants March 8, 2006 101 Madison, Suite 400 Jefferson City, MO 65101 Telephone: (573) 636-6758 Fax: (573) 636-0383

## HAND-DELIVERED

Secretary of the Commission Missouri Public Service Commission 200 Madison Street, Suite 100 Jefferson City, Missouri 65102-0360 RECEIVED<sup>4</sup>

MAR 0 8 2006

Records

Public Service Commission

Re:

Notice of Adoption of Interconnection Agreement

Alltel Missouri, Inc./ Sprint Spectrum L.P.

Dear Ms. Dale:

This letter is submitted on behalf of Alltel Missouri, Inc. ("Alltel"), pursuant to Commission Rule 4 CSR 240-3.513(4), to effectuate the adoption of an interconnection agreement previously approved by the Commission.

Alltel received notice that under Section 252(i) of the Telecommunications Act of 1996, Sprint Spectrum L.P. wished to adopt the terms of the Interconnection Agreement between Alltel and Verizon Wireless that was approved by the Missouri Public Service Commission in Case No. TK-2006-0004.

Attached hereto and incorporated by reference as Exhibit A is the executed copy of the letter of adoption, reflecting the signature page signed by both parties to the adoption. (4 CSR 240-3.513(4)(A)).

Thank you for bringing this filing to the attention of the appropriate Commission personnel.

Sincerely.

Larry W. Dority

Att:

CC:

Office of the Public Counsel General Counsel's Office

Doug Puckett, Sprint Interconnection Services



Alitel
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 Missouri, 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 Missouri, Inc. and Verizon Wireless ("Verizon") that was approved by the Missouri Public Service Commission as an effective Agreement in the state of Missouri (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:

- 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.
- 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

- Sprint represents and warrants that it is licensed to provide telecommunications service in the state of Missouri, and that its adoption of the Terms will be applicable to services in the state of Missouri only.
- Sprint's adoption of the Verizon Terms shall become effective upon approval of this Agreement by the Missouri Public Service Commission and shall terminate simultaneous with the termination of the Verizon Agreement.
- 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.
- 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 Missouri, Inc.
Mudrael & Rhose (SIGNATURE)
Michael D. Rhoda (Print Name)
Vice President – Business Development
(Print Title)
(Date) (1/11/05
Reviewed and countersigned:
Sprint Spectrum L.P.  W. Ruhal William  (SIGNATUREN). Richard Morris
(SIGNATURBLY, RICHARD WOTE
(Print Name) Vice President, External Affairs
(Print Title)
10/24/05
(Date)