

Ruth Nettles

080176 TP

From: Cooper, Roberta G [EQ] [Roberta.G.Cooper@Embarq.com]
Sent: Tuesday, March 25, 2008 9:49 AM
To: Filings@psc.state.fl.us
Cc: Susan Masterton
Subject: Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement by DeltaCom, Inc.
Attachments: Notice of Adoption by DeltaCom Inc.pdf

Filed on Behalf of: Susan S. Masterton
 Senior Counsel
 Embarq Florida, Inc.
 1313 Blair Stone Road
 Tallahassee, FL 32301
 Telephone: 850/599-1560
 Email: susan.masterton@embarq.com

Docket No. _____ None _____
Title of filing: _____ Notice of Adoption _____
Filed on behalf of: Embarq
No of pages: _____ 3 _____
Description: _____ Notice of Adoption _____

Roberta G. Cooper
 Legal Specialist
 Law & External Affairs-State External Affairs
 EMBARQ Corporation
 Voice: 850-599-1563 | Fax: 850-878-0777 |
 Email: Roberta.G.Cooper@EMBARQ.com
 Voice | Data | Internet | Wireless | Entertainment

DOCUMENT NUMBER-DATE

02194 MAR 25 8

FPSC-COMMISSION CLERK

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EMBARQ™

Embarq
Mailstop: FLTLH00102
1313 Blair Stone Rd
Tallahassee, FL 32301
embarq.com

March 25, 2008

FILED ELECTRONICALLY

Ms. Ann Cole
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement with modification between Nuvox Communication and Embarq Florida, Inc. by DeltaCom, Inc. by DeltaCom, Inc.

Dear Ms. Cole:

Embarq Florida, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by DeltaCom, Inc. of the Interconnection, Unbundling, Collocation and Resale Agreement with modifications for the State of Florida entered into by Nuvox Communications and Embarq Florida, Inc., which was filed with the Commission in Docket No. 070239. DeltaCom, Inc. is adopting the agreement with modification as provided by Section 252(i) of the Telecommunications Act of 1996.

If you have any questions on this matter, please contact me at 850-599-1560.

Sincerely,

Susan S. Masterton

cc: DeltaCom, Inc.
Regulatory Vice President
7037 Old Madison Pike
Huntsville, AL 35806

Enclosure

DOCUMENT NUMBER - DATE

02194 MAR 25 08

FPSC-COMMISSION CLERK

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SENIOR COUNSEL
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**INTERIM INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF FLORIDA**

DeltaCom, Inc.

and

Embarq Florida, Inc.

This Interim Interconnection, Collocation and Resale Agreement ("Agreement"), dated March 1, 2008, is entered into by between DeltaCom, Inc. ("CLEC") a Florida CLEC, and Embarq Florida, Inc. ("Embarq"), a Florida corporation, to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Florida. Embarq and CLEC may be referred to individually as a "Party" and collectively as the "Parties."

NOW THEREFORE, the Parties agree as follows:

1. CONDITIONS

The Parties agree that the Agreement between the Parties shall consist of the Interconnection, Collocation and Resale Agreement for the State of Florida entered into by and between Embarq and Nuvox Communications, dated March 20, 2007 ("Adopted Agreement").

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

2. PARTIES:

CLEC is hereby substituted in the Adopted Agreement for Nuvox Communications. Embarq shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

3. TERM:

The Effective Date of this Agreement is March 1, 2008. This Agreement will continue in full force and effect until the End Date, which will be the earlier of: (1) the date a non-interim interconnection agreement has been executed by the Parties; or (2) March 19, 2010, which corresponds with the End Date of the Adopted Agreement.

4. NOTICES:

Except as otherwise provided, all notices and other communication hereunder

shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

If to Director – Contract Management
Embarq: Embarq
KSOPKB0401-413
9300 Metcalf Avenue
Overland Park, KS 66212

If to DeltaCom
CLEC: Regulatory Vice President
7037 Old Madison Pike
Huntsville, AL 35806

With a Senior Attorney
copy to: Embarq External Affairs
1313 Blairstone Road
Tallahassee, FL 32301

6. MISCELLANEOUS

- 6.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of this Agreement and the Adopted Agreement, this Agreement will control.
- 6.2. This Agreement, executed by authorized representatives of Embarq and CLEC, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

“Embarq”

By:



Name :

Peter C. Snee

Title:

Director – Contract Management

Date:

5/8/2008

“CLEC”

By:



Name:

Steven Brownworth

Title:

VP - Network Planning

Date:

2/27/2008