

ORIGINAL

Matilda Sanders

From: Donovan, Chrystal D [LTD] [Chrystal.Donovan@embarq.com]
Sent: Tuesday, August 08, 2006 8:35 AM
To: Filings@psc.state.fl.us
Subject: Amendment and Adendum One to Agreement with TCG South Florida and Embarq Florida
Attachments: Admendum and Amendment One to Agreement with TCG South Florida and Embarq Fl.pdf

Filed on behalf of:

060541-TP

Nancy Schnitzer

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Docket No. 060351-TP

Title of filing: Amendment and Adendum One to Agreement with TCG South Florida and Embarq Florida

Filed on behalf of: Embarq

No. of pages: 5

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DOCUMENT NUMBER-DATE

07082 AUG-8 8

FPSC-COMMISSION CLERK



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EMBARQ™

Embarq Corporation
Mailstop: FTLHO0201
1313 Blair Stone Road
Tallahassee, FL 32301
EMBARQ.com

August 7, 2006

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

060541-TP

Re: Approval of Addendum No. One and Amendment No. One to
Interconnection, Unbundling, Resale and Collocation Agreement between
TCG South Florida and Embarq Florida, Inc.

Dear Ms. Bayó:

Please find enclosed for approval and filing Addendum No. One and Amendment No.
One to the Interconnection, Unbundling, Resale and Collocation Agreement between
Embarq Florida, Inc. and TCG South Florida which was filed with the Commission in
Docket No. 060351-TP.

If you have any questions on this matter, please contact me at 850-599-1276.

Sincerely,

Nancy Schnitzer
Nancy Schnitzer

cc: Stephen G. Huels
TCG South Florida
101 N. Monroe Street, Ste. 700
Tallahassee, FL 32301-1546

Enclosure

Nancy R. Schnitzer
REGULATORY AFFAIRS
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**AMENDMENT NO. 1
TO THE MASTER INTERCONNECTION, COLLOCATION AND RESALE
AGREEMENT FOR THE STATE OF FLORIDA
BETWEEN
EMBARQ FLORIDA, INC. AND TCG SOUTH FLORIDA**

Amendment No. 1 made this 7th day of July, 2006, is entered into by and between TCG South Florida ("CLEC"), a New York corporation, and Embarq Florida, Inc. ("Embarq"), a Florida corporation. Embarq and CLEC are collectively referred herein as the "Parties".

BACKGROUND:

WHEREAS, the Parties entered into a Master Interconnection, Collocation and Resale Agreement for the state of Florida ("Agreement") on March 3, 2006, and an Addendum No. 1 to the Agreement on May 8, 2006.

WHEREAS, the Parties wish to amend the Agreement and the Addendum No. 1 to reflect the legal entity name change for Embarq Florida, Inc.


In consideration of the promises and agreements contained in this Amendment, the Parties hereby agree as follows:

AMENDMENT:

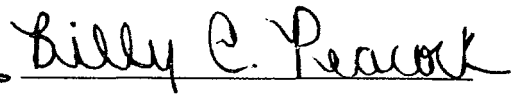
1. The Agreement and Addendum No. 1 to the Agreement both contained the former legal entity name of Sprint-Florida, Incorporated. This Amendment replaces the former legal entity name of Sprint-Florida with the new legal entity name of Embarq-Florida, Inc.
2. Except as modified herein, the terms and conditions of the Parties Agreement and Addendum shall continue in full force and effect.
3. This Amendment No. 1 is executed by authorized representatives of Embarq and CLEC is made a part of and incorporates the terms and conditions of the Agreement and the Addendum No. 1.

IN WITNESS WHEREOF, Embarq and CLEC has caused this Amendment No. 1 to be executed by its duly authorized representatives.

"Embarq"

By: 
Name (typed): William E. Cheek
Title: President - Wholesale Markets
Date: 8/1/06

"CLEC"

By: rs 
Name: Billy C. Peacock
Title: Director - GAM
Date: 7/10/06

**ADDENDUM NO. 1 TO
INTERCONNECTION AGREEMENT
BETWEEN
TCG SOUTH FLORIDA
AND
SPRINT- FLORIDA, INCORPORATED**

This Addendum is made this May 8, 2006, by and between TCG South Florida ("CLEC") and Sprint – Florida, Incorporated ("Sprint"), a Florida corporation.

1. BACKGROUND

CLEC and Sprint entered into an Interconnection Agreement ("Agreement") on March 3, 2006 for the state of Florida.

CLEC and Sprint desire to modify the Agreement to incorporate terms, conditions and rates consistent with collocation provisions.

In consideration of the terms and conditions contained in this Addendum No.1, the Parties agree to add the following to the Agreement:

2. TERMS AND CONDITIONS

For CLEC's collocation arrangements that were installed by Sprint prior to the effective date of this Agreement the following terms, conditions and rates shall apply in addition to those collocation terms in Part L.

In the event CLEC desires to decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, CLEC will complete a subsequent Application (augment request) detailing all information regarding the modification to the Collocation Space. Sprint will perform the work to decommission CLEC's collocation arrangement that was installed by Sprint.

Five (5) pre-existing collocation arrangements exist that are provisioned by Sprint and all materials are provided by Sprint at the time of this addendum:

- Altamonte Springs, FL – ALSPFLXADS0 - Circuit ID: 85.RLFS.394117..UFLG
- Fort Walton Beach, FL – FTWBFLXADS0 - Circuit ID: 85.RLFS.279027..UFLG
- Ocala, FL – OCALFLXADS0 – Circuit ID: 85.RLFS.394118..UFLG
- Tallahassee, FL – TLHSFLXADS0 – Circuit ID: 85.RLFS.279150..UFLG
- Winter Park, FL – WNPFLXAPS0 – Circuit ID: 85.RLFS.394116..UFLG

Table 2 Addendum for Sprint provisioned arrangements

Rate Element Description		
Physical Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Cross Connect Facilities		
DS0 Switchboard Cable (per 100-Pair Cable)	-	\$ 36.59
DS1 Cross Connect Cable (per DS1 in 28-pack Increments)	-	\$ 2.93
DS3 Cross Connect Cable (per DS3 in 12-pack Increments)	-	\$ 25.85
Virtual Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Cross Connect Facilities		
DS0 Switchboard Cable (per 100-Pair Cable)	-	\$ 36.59
DS1 Cross Connect Cable (per DS1 in 28-pack Increments)	-	\$ 4.45
DS3 Cross Connect Cable (per DS3 in 12-pack Increments)	-	\$ 53.55

** Customer is responsible for contracting for construction through approved third-party vendors. These prices are for Sprint's portion of the work required and do not include the customer's charges from their vendor.


*** Rate determined through ICB process and subsequent study after initial request.

3. GENERAL

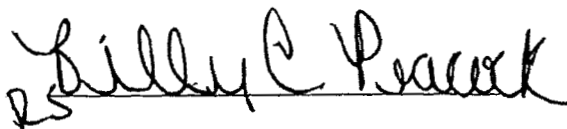
- A. Other than as set forth above, the Agreement remains unchanged and in full force and effect.
- B. Except as otherwise indicated defined terms in this Addendum have the same meaning as in the Agreement.
- C. This Addendum No. 1 executed by authorized representatives of Sprint and CLEC is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Addendum No. 1 the year and day first written above.

SPRINT

By: 
 Name (typed): William E. Cheek
 Title: President Wholesale Markets
 Date: 5/20/06

CLEC

By: 
 Name (typed): Billy C. Peacock
 Title: Director-Global Access Management
 Date: 5/8/06