

Voice Data Internet Wireless Entertainment

March 25, 2008

Embarq Mailstop: FLTLHO0102 1313 Blair Stone Rd Tallahassee, FL 32301 embarq.com

# 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 Comunications 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

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Enclosure

# 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

If to

DeltaCom

Embarq:

Embarq

CLEC:

Regulatory Vice President

7037 Old Madison Pike Huntsville, AL 35806

9300 Metcalf Avenue Overland Park, KS 66212

With a copy to: Senior Attorney

KSOPKB0401-413

Embarq External Affairs

1313 Blairstone Road Tallahassee, FL 32301

#### 6. **MISCELLANEOUS**

- 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.
- This Agreement, executed by authorized representatives of Embarq and CLEC, 6.2. 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"	O 1		"CLEC"
By:	12/2/m	By:	St Runk
Name:	Peter C. Snee	Name:	Steven Brownworth
Title:	Director - Contract Management	Title:	VP - Network Planning
Date:	2/3/2008	Date:	2/17/2008