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**EMBARQ™**

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

November 17, 2008

**VIA HAND DELIVERY**

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

080678-TP

COMMISSION  
CLERK

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RECEIVED--FPSC

Re: Approval of Interconnection, Unbundling, Collocation and Resale Agreement with Knology of Florida, Inc.

Dear Ms. Cole:

Please find enclosed for approval and filing the original Interconnection, Unbundling, Resale and Collocation Agreement between Embarq Florida, Inc. and Knology of Florida, Inc.

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

Sincerely,

Susan S. Masterton

cc: Bruce Schoonover  
Director-Regulatory Affairs  
Knology, Inc.  
1241 O.G. Skinner Drive  
West Point, GA 31833

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DOCUMENT NUMBER-DATE

10713 NOV 17 08

FPSC-COMMISSION CLERK

Enclosures

Susan S. Masterton  
SENIOR COUNSEL  
Voice: (850) 599-1560  
Fax: (850) 878-0777  
susan.masterton@embarq.com

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

**BETWEEN**

**Knology of Florida, Inc.**

**AND**

**Embarq Florida, Inc.**

**Effective Date: November 3, 2008  
End Date: August 3, 2010**

DOCUMENT NUMBER-DATE

10713 NOV 17 08

FPSC-COMMISSION CLERK

## INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement ("Agreement") is entered into by and between **Knology of Florida, Inc.**, a Florida corporation ("CLEC"), and **Embarq Florida, Inc.** ("Embarq"), a Florida corporation, which are collectively referred to herein as "the Parties", to establish the rates, terms and conditions for local interconnection, collocation, local resale and the purchase of unbundled network elements for the state of **Florida**.

NOW THEREFORE, the Parties agree as follows:

### 1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Master Interconnection, Collocation and Resale Agreement for the state of Florida entered into by and between Mextel Communications Inc. d/b/a The Dunnellon Phone Company d/b/a The Florida Phone Company d/b/a The Phone Company and Embarq Florida, Inc., dated August 4, 2008, as filed with the appropriate state regulatory authority ("Adopted Agreement"), and as amended herein.
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement.
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 1.4 This Agreement shall supersede and replace in full any and all prior agreements, written and oral, between CLEC and Embarq pertaining to the subject matter hereof, applicable to the state of **Florida**.

### 2. PARTIES

For the purposes of this Agreement, **Knology of Florida, Inc.** is hereby substituted in the Adopted Agreement for Mextel Communications Inc. d/b/a The Dunnellon Phone Company d/b/a The Florida Phone Company d/b/a The Phone Company. Embarq Florida, Inc., shall remain as the other Party to the Adopted Agreement.

### 3. TERM

This Agreement shall become effective on **November 3, 2008** and, unless earlier terminated in accordance with its terms, shall continue in force until **August 3, 2010** which corresponds with the End Date of the Adopted Agreement.

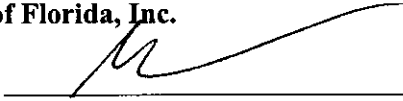
### 4. NOTICES

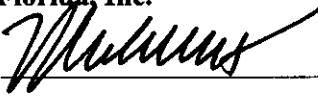
Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

*Embarq – Knology of Florida, Inc.  
Interconnection, Collocation And Resale Agreement-FL  
Effective: November 3, 2008*

If to CLEC:	If to Embarq:
Chad S. Wachter Vice President/General Counsel Knology, Inc. 1241 O.G. Skinner Drive West Point, GA 31833 Telephone: (706) 634-2663 Facsimilie: (706) 645-0148	Director – Contract Management Embarq KSOPKB0401-413 9300 Metcalf Avenue Overland Park, KS 66212
With a Copy To:	
Bruce Schoonover Director – Regulatory Affairs Knology, Inc. 1241 O.G. Skinner Drive West Point, GA 31833 Telephone: (706) 645-3966 Facsimilie: (706) 645-0148 Email: bruce.schoonover@knology.com  Edward A. Yorkgitis, Jr. Denise N. Smith Kelly Drye & Warren LLP 1200 Nineteenth Street, N.W. , Suite 500 Washington, D.C. 20036 Telephone: (202) 955 -9600 Facsimile: (202) 955-9792	

**IN WITNESS WHEREOF**, Knology of Florida, Inc. and Embarq have caused this Agreement to be executed by their respective duly authorized representatives.

**CLEC**  
**Knology of Florida, Inc.**  
By:   
Name : Chad S. Wachter  
Title: Vice President / General Counsel  
Date: \_\_\_\_\_

**Embarq**  
**Embarq Florida, Inc.**  
By:   
Name: Michael R. Hunsucker  
Title: Director – Contract Management  
Date: 11-5-08