



**EMBARQ™**

Embarq  
Mailstop: FTLH00102  
1313 Blair Stone Rd  
Tallahassee, FL 32301  
embarq.com

March 25, 2009

**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 between Granite Telecommunications, LLC and Embarq Florida, Inc. by Tennessee Telephone Services, LLC d/b/a Freedom Communications USA, LLC

Dear Ms. Cole:

Embarq Florida, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Tennessee Telephone Services, LLC d/b/a Freedom Communications USA, LLC of the Interconnection, Unbundling, Collocation and Resale Agreement for the State of Florida entered into by Granite Telecommunications, LLC and Embarq Florida, Inc., which was filed with the Commission in Docket No. 080658 on October 31, 2008. Tennessee Telephone Services, LLC d/b/a Freedom Communications USA, LLC is adopting the agreement 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: Matt Davis, CEO  
Tennessee Telephone Services, LLC  
220 Creekside Drive  
Dickson, TN 37035

Enclosure

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**

**Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC**

**and**

**Embarq Florida, Inc.**

This Interconnection, Collocation and Resale Agreement ("Agreement"), dated March 1, 2009, is entered into by between Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC ("CLEC"), a Florida CLEC, and Embarq Florida, Inc. ("Embarq"), a Florida corporation, to establish the rates, terms and conditions for local interconnection, local resale, collocation, and the purchase of unbundled network elements for the state of Florida. Embarq and CLEC may be referred to individually as a "Party" and together 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 Granite Telecommunications, LLC, dated October 15, 2008 ("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 Granite Telecommunications, LLC. 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:**

This Agreement is effective March 1, 2009. This termination date of this Agreement is October 15, 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  
9300 Metcalf  
KSOPKB0402-413  
Overland Park, KS 66212

**If to** Matt Davis, CEO  
**CLEC:** Tennessee Telephone Services  
220 Creekside Drive  
Dickson, TN 37035

Senior Attorney  
Embarq External Affairs  
1313 Blairstone Rd.  
MS: FLTLHO0202-213  
Tallahassee, FL 32301-3040

**5. MISCELLANEOUS**

- 5.1 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.
- 5.2. In the event of a conflict between the terms of this Agreement and the Adopted Agreement, this Agreement will control.

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

**“Embarq”**

By:

  
\_\_\_\_\_

Name :

Michael R. Hunsucker

Title:

Director, Contract Management

Date:

3-12-09

**“CLEC”**

By:

  
\_\_\_\_\_

Name:

Matt Davis

Title:

CEO

Date:

March 4, 2009