

**Dorothy Menasco**

**From:** Cooper, Roberta G [Roberta.G.Cooper@CenturyLink.com]  
**Sent:** Friday, December 16, 2011 3:32 PM  
**To:** Filings@psc.state.fl.us  
**Cc:** Masterton, Susan S  
**Subject:** Notice of Adoption-CTL and ElectroNet  
**Attachments:** Notice of Adoption-ElectroNet 12-16-11.pdf

Filed on Behalf of: Susan S. Masterton  
 Senior Corporate Counsel  
 CenturyLink  
 315 S. Calhoun Street, Suite 500  
 Tallahassee, FL 32301  
 Telephone: 850/599-1560  
 Email: [susan.masterton@centurylink.com](mailto:susan.masterton@centurylink.com)

Docket No. \_\_\_\_\_ N/A \_\_\_\_\_ 110324-TP

Title of filing: Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement between NuVox Communications, Inc. and Embarq Florida, Inc. d/b/a CenturyLink by ElectroNet Intermedia Consulting, Inc.

Filed on behalf of: CenturyLink

No of pages: 5

Description: Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement between NuVox Communications, Inc. and Embarq Florida, Inc. d/b/a CenturyLink by ElectroNet Intermedia Consulting, Inc.

**Roberta Cooper**

Legal Assistant III- Susan Masterton and Kevin Zarling  
 Voice: 850-599-1563 | Fax: 850-224-0794  
 Email: [Roberta.G.Cooper@centurylink.com](mailto:Roberta.G.Cooper@centurylink.com)  
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DOCUMENT NUMBER 09020

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CenturyLink™

Susan S. Masterton  
Senior Counsel

FLTLHZ0501-507  
315 S. Calhoun St., Suite 500  
Tallahassee, FL 32301  
Tel: 850.599.1560

December 16, 2011

**VIA E-FILING**

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

110324-TP

Re: Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement between NuVox Communications, Inc. and Embarq Florida, Inc. d/b/a CenturyLink by ElectroNet Intermedia Consulting, Inc.

Dear Ms. Cole:

Embarq Florida, Inc. d/b/a CenturyLink hereby provides notice to the Florida Public Service Commission of the adoption by ElectroNet Intermedia Consulting, Inc. of the Interconnection, Unbundling, Collocation and Resale Agreement entered into by NuVox Communications, Inc. and Embarq Florida, Inc. d/b/a CenturyLink which was filed with the Commission in Docket No. 070239. ElectroNet Intermedia Consulting, Inc. 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 my assistant Roberta Cooper at 850-599-1563.

Sincerely,

/s/ Susan S. Masterton  
Susan S. Masterton

cc: ElectroNet Intermedia Consulting, Inc.

DOCUMENT NUMBER DATE  
09020 DEC 16 =  
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**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT**

**FOR THE STATE OF FLORIDA**

**BETWEEN**

**ElectroNet Intermedia Consulting, Inc.**

**AND**

**Embarq Florida, Inc. d/b/a CenturyLink**

**EXPIRATION: JULY 1, 2012**

## INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement ("Agreement") is entered into by and between ElectroNet Intermedia Consulting, Inc. ("CLEC"), a Florida corporation, and Embarq Florida, Inc. ("CenturyLink") a Florida corporation, which are collectively referred to herein as "the Parties", to establish the rates, terms and conditions for local interconnection and the exchange of Local traffic 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 Interconnection, Collocation and Resale Agreement for the state of Florida entered into by and between NuVox Communications and CenturyLink, dated March 20, 2007, as filed with the Florida Public Service Commission ("Adopted Agreement").
- 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 CenturyLink pertaining to the subject matter hereof, applicable to the state of Florida.

### 2. PARTIES

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for NuVox Communications; and CenturyLink shall remain as the other Party to the Adopted Agreement.

### 3. PROVISIONS

- 3.1 The Terms of the Adopted Agreement are being adopted by CLEC pursuant to its statutory rights under Section 252(i). CenturyLink does not provide these Terms to CLEC as either a voluntary or negotiated agreement. The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
- 3.3 CenturyLink reserves the right to deny to CLEC any obligation under or application of the adopted Terms, in whole or in part, at any time:
  - (a) when the costs of providing the Terms to CLEC are greater than the costs of providing it to the original signatory carrier;
  - (b) if the provision of the Terms to CLEC are not technically feasible; and/or to the extent CLEC already has an existing interconnection agreement (or existing

252(i) adoption) with CenturyLink and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption).

- 3.4 Should any such condition occur, CenturyLink will notify CLEC in writing and CenturyLink and CLEC agree to work towards any mutually agreeable alternative or resolution.
- 3.5 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

**4. EFFECTIVE DATE AND TERM**

- 4.1 This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval; except that the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. Unless delayed by Commission action, the "Effective Date" of this Agreement for all purposes will be the latest date reflected by the signing Parties.
- 4.2 This Agreement shall be effective to and through July 1, 2012 and, unless cancelled or terminated earlier in accordance with the terms hereof. If neither Party elects to terminate this Agreement as of the date of termination of the Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "Follow-on Term") unless and until cancelled or terminated as provided in this Agreement.

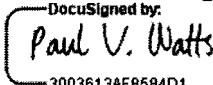
**5. NOTICES**

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:

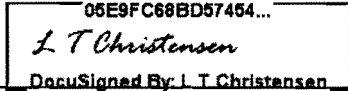
If to CLEC:	If to CenturyLink:
<p>Allen Byington                      ElectroNet Intermedia Consulting                      3411 Capital Medial Boulevard                      Tallahassee, Florida 32308-442</p> <p>With copy to ElectroNet at the address shown below:</p> <p>Floyd R. Self, Esq.                      Messer, Caparello &amp; Self, P.A.                      2618 Centennial Place                      Tallahassee, FL 32308                      Email: <a href="mailto:fself@lawfla.com">fself@lawfla.com</a>                      Phone 850-222-0720</p>	<p>CenturyLink                      Director Wholesale Contracts                      930 15th Street 6th Floor Denver, CO 80202                      Email: <a href="mailto:intagree@centurylink.com">intagree@centurylink.com</a>                      Phone: 303-672-2879</p> <p>With copy to CenturyLink at the address shown below:</p> <p>CenturyLink Law Department                      Associate General Counsel,                      Interconnection                      1801 California Street, 9th Floor                      Denver, CO 80202                      Email:  <a href="mailto:Legal.Interconnection@centurylink.com">Legal.Interconnection@centurylink.com</a>                      Phone: 303-383-6553</p>

**IN WITNESS WHEREOF**, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

**ElectroNet Intermedia Consulting, Inc.**

By:  3003613AF8594D1...  
Name : Paul Watts  
Title: President and COO  
Date: 12/1/2011

**Embarq Florida, Inc. d/b/a CenturyLink**

By:  06E9FC68BD57454...  
Name: L.T. Christensen  
Title: Director – Wholesale Contracts  
Date: 12/1/2011