



Embarq Corporation
EMBARQ.com
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February 2, 2007

Ms. Beth Salak
Director, Division of Competitive Markets and Enforcement
Attention: Tariff Section
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: **TL727**

Dear Ms. Salak:

Attached for filing, please find the following revised pages for the Embarq Florida, Inc. General Exchange Tariff. This filing is submitted with a proposed effective date of February 3, 2007. The Company's tariffs are available on its website at www.embarq.com/tariffs.

Section A10 First Revised Sheet 99
First Revised Sheet 100
First Revised Sheet 101

This filing makes clarifying language changes to 811 Service for "One Call" Notification Systems.

Commission consideration and timely approval of these pages are respectfully requested. If you have questions or need additional information regarding this filing, please call Nancy Schnitzer at 850-599-1276.

Sincerely,

Mary L. Matthews

cc: Nancy Schnitzer
Attachments
FL 07-09

Mary L. Matthews
TARIFF ANALYST II
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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 99
Cancelling Original Sheet 99
Effective: February 3, 2007

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

2. Obligations of the Approved "ONE CALL" Notification Systems Provider (Cont'd)

d. **In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this service, or any personal injury to or death of any person, or damage or destruction of real or personal property. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber. The Company will not be liable for any consequential, incidental, or indirect damages for any cause of action, whether in contract or tort, whether or not there was an awareness or should have been an awareness of the possibility of these damages.**

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e. The 811 Provider **must prevent or respond** to 811 calls directed to it out of confusion or in error by Company subscribers.

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f. The 811 Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the 811 Provider to receive calls to the 811 Service during normal business hours.

g. The 811 Service is provided on the condition that the 811 Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 811 Service without interfering with or impairing any services offered by the Company. There will be one path available for each line to which the 811 Provider subscribes.

h. The 811 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.

i. The 811 Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 811 Service. The 811 Provider is also responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all holders of copyrights, trademarks and patents used in connection with the said service.

j. **If requested by the Company, the 811 Provider must assist the Company in responding to complaints made to the Company or a Regulatory authority concerning the 811 Service.**

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First Revised Sheet 100
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N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

2. Obligations of the Approved "ONE CALL" Notification Systems Provider (Cont'd)

l. The 811 Service is available only to end users located in Company local exchanges. To establish 811 calling to end users in non-Company exchanges, the 811 Provider must make appropriate arrangements with the companies serving those exchanges, even where Company subscribers may make local calls to the non-Company exchanges.

m. The 811 Provider must work separately with competitive local exchange carriers ("CLECs") operating and serving customers in the Company's local exchanges to ascertain whether 811 abbreviated dialing will be available to their end users.

3. Obligations of the Company

a. The Company will establish the 811 Service within ninety days after receipt of the 811 Provider's completed application(s) for service or the effective date of this Tariff, whichever is later.

b. When an 811 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 811 Service call, the quality of the call or any features that may otherwise be provided with 811 Service.

c. The Company will route 811 calls originating from end users on the Company's local exchange network whether they purchase service directly from the Company or from another provider reselling company service. Otherwise, the Company is not responsible for establishing 811 Service for calls originating from other telecommunications providers.

d. The Company does not undertake to answer and forward 811 Service calls but furnishes the use of its facilities to enable the 811 Provider to respond to such calls at the 811 Provider established call centers.

e. The rates charged for 811 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such **responsibility. It is the 811 Provider's responsibility to ascertain whether the Company's facilities are functioning as required to meet their service needs.** The 811 Provider must promptly notify the Company in the event the Company's facilities are not functioning properly.

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N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

4. Liability

- a. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the 811 Provider for the 811 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.
- b. The Company is not liable for any losses or damages caused by the negligence of the 811 Provider.
- c. The Company's entire liability to any person for interruption or failure of the 811 Service is limited to the terms set forth in this and other sections of this Tariff.
- d. The Commission's local assignment and the 811 Service Provider's use of the 811 abbreviated dialing code is subject to preemption by the Federal Communications Commission. The Company shall not be liable to the 811 Service Provider for any damages the 811 Service Provider may incur that results from a national assignment of the 811 abbreviated dialing code.
- e. The Company will make every effort to route 811 calls to the appropriate 811 Service Provider calling center, however, the Company will not be held responsible for routing mistakes or errors.

5. Other Terms and Conditions

- a. The 811 Service will not provide calling number information in real time to the 811 Provider. If this type of information is required, the 811 Provider must subscribe to compatible Caller ID service as described in Section 13 of this Tariff. The Caller ID service will only provide calling number or name and number information as described in Section 13 of this Tariff. **Calling number information will be delivered to the 811 Provider in the same manner that it is delivered to any toll free number. The 811 Provider's equipment will determine whether the numbers delivered in this manner will display.**
- b. The 811 Service is provided for the benefit of the 811 Provider. The provision of the 811 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the 811 Provider.

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Cancelling Original Sheet 99
Effective: ~~February 3, 2007~~ July 1, 2006

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

2. Obligations of the Approved "ONE CALL" Notification Systems Provider (Cont'd)

- d. ~~The 811 Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the 811 Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the 811 Provider or others, arising out of or resulting directly or indirectly from the 811 Service. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this service, or any personal injury to or death of any person, or damage or destruction of real or personal property. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber. The Company will not be liable for any consequential, incidental, or indirect damages for any cause of action, whether in contract or tort, whether or not there was an awareness or should have been an awareness of the possibility of these damages.~~
- e. The 811 Provider must ~~develop an appropriate method for responding~~ prevent or respond to 811 calls directed to it out of confusion or in error by Company subscribers.
- f. The 811 Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the 811 Provider to receive calls to the 811 Service during normal business hours.
- g. The 811 Service is provided on the condition that the 811 Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 811 Service without interfering with or impairing any services offered by the Company. There will be one path available for each line to which the 811 Provider subscribes.
- h. The 811 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.
- i. The 811 Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 811 Service. The 811 Provider is also responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all holders of copyrights, trademarks and patents used in connection with the said service.
- j. ~~The 811 Provider must respond promptly to all complaints lodged with any regulatory authority against the 811 Service.~~ If requested by the Company, the 811 Provider must assist the Company in responding to complaints made to the Company or a Regulatory authority concerning the 811 Service.
- k. ~~The 811 Provider shall not promote the 811 Service with the use of an auto dialer or broadcasting of tones that dial the 811 abbreviated dialing code.~~

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2. Obligations of the Approved "ONE CALL" Notification Systems Provider (Cont'd)

- I. The 811 Service is available only to end users located in Company local exchanges. To establish 811 calling to end users in non-Company exchanges, the 811 Provider must make appropriate arrangements with the companies serving those exchanges, even where Company subscribers may make local calls to the non-Company exchanges.
- m. The 811 Provider must work separately with competitive local exchange carriers ("CLECs") operating and serving customers in the Company's local exchanges to ascertain whether 811 abbreviated dialing will be available to their end users.

3. Obligations of the Company

- a. The Company will establish the 811 Service within ninety days after receipt of the 811 Provider's completed application(s) for service or the effective date of this Tariff, whichever is later.
- b. When an 811 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 811 Service call, the quality of the call or any features that may otherwise be provided with 811 Service.
- c. The Company will route 811 calls originating from end users on the Company's local exchange network whether they purchase service directly from the Company or from another provider reselling company service. Otherwise, the Company is not responsible for establishing 811 Service for calls originating from other telecommunications providers.
- d. The Company does not undertake to answer and forward 811 Service calls but furnishes the use of its facilities to enable the 811 Provider to respond to such calls at the 811 Provider established call centers.
- e. The rates charged for 811 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. ~~The 811 Provider must conduct such operational tests as, in the judgment of the 811 Provider, are required to determine whether the Company's facilities are functioning properly for its use. It is the 811 Provider's responsibility to ascertain whether the Company's facilities are functioning as required to meet their service needs.~~ The 811 Provider must promptly notify the Company in the event the Company's facilities are not functioning properly.

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4. Liability

- a. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the 811 Provider for the 811 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.
- b. The Company is not liable for any losses or damages caused by the negligence of the 811 Provider.
- c. The Company's entire liability to any person for interruption or failure of the 811 Service is limited to the terms set forth in this and other sections of this Tariff.
- d. The Commission's local assignment and the 811 Service Provider's use of the 811 abbreviated dialing code is subject to preemption by the Federal Communications Commission. The Company shall not be liable to the 811 Service Provider for any damages the 811 Service Provider may incur that results from a national assignment of the 811 abbreviated dialing code.
- e. The Company will make every effort to route 811 calls to the appropriate 811 Service Provider calling center, however, the Company will not be held responsible for routing mistakes or errors.

5. Other Terms and Conditions

- a. The 811 Service will not provide calling number information in real time to the 811 Provider. If this type of information is required, the 811 Provider must subscribe to compatible Caller ID service as described in Section 13 of this Tariff. The Caller ID service will only provide calling number or name and number information as described in Section 13 of this Tariff. Calling number information will be delivered to the 811 Provider in the same manner that it is delivered to any toll free number. The 811 Provider's equipment will determine whether the numbers delivered in this manner will display.
- b. The 811 Service is provided for the benefit of the 811 Provider. The provision of the 811 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the 811 Provider.