

Voice Data Internet Wireless Entertainment

March 11, 2008

COMMISSION CLERK

Embarq

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

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

0801.51-11

Re: Approval of Interconnection, Unbundling, Collocation and Resale Agreement with Business Telecom, Inc. d/b/a BTI.

Dear Ms. Cole:

Please find enclosed for approval and filing the original Interconnection, Unbundling, Resale and Collocation Agreement between Embarq Florida, Inc. and Business Telecom, Inc. d/b/a BTI.

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

Sincerely,

Susan S. Masterton

Susan S. Masterton

cc: Business Telecom, Inc.

Steven Brownworth

Regulatory Vice President 7037 Old Madison Pike Huntsville, AL 35806

**Enclosures** 

Voice

SENIOR COUNSEL Voice: (850) 599-1560

Fax: (850) 878-0777 susan.masterton@embarq.com

Susan S. Masterton

# INTERIM INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

### FOR THE STATE OF FLORIDA

#### Business Telecom, Inc. dba BTI

and

## Embarq Florida, Inc.

This Interim Interconnection, Collocation and Resale Agreement ("Agreement"), dated March 1, 2008, is entered into by between Business Telecom, Inc. dba BTI ("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

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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

Embarq:

Director – Contract Management If to

Embarq

KSOPKB0401-413 9300 Metcalf Avenue CLEC:

Business Telecom, Inc. Regulatory Vice President 7037 Old Madison Pike Huntsville, AL 35806

With a

Senior Attorney

copy to:

Embarq External Affairs 1313 Blairstone Road Tallahassee, FL 32301

Overland Park, KS 66212

#### 6. **MISCELLANEOUS**

- 6.1. 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"	1		"CLEC"
By:	16/m	By:	St Boms
Name:	Peter C. Snee	Name:	Steven Brownworth
Title:	Director - Contract Management	Title:	VP – Network Planning
Date:	3/3/2008	Date:	2/27/2008