



ANGELA McCALL
Manager – Government & External Affairs
Frontier Communications
300 Bland Street
Bluefield, West Virginia 24701
(304) 325-1688
angie.mccall@ftr.com

November 16, 2017

FILED 11/16/2017
DOCUMENT NO. 09860-2017
FPSC - COMMISSION CLERK

Carlotta S. Stauffer, Director
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Interconnection Agreement between
Frontier Florida LLC and
Peerless Network of Florida, LLC
Amendment No. 2

Dear Ms. Stauffer:

Attached is Amendment No. 2 to Interconnection Agreement between Frontier Florida LLC and Peerless Network of Florida, LLC. The original Interconnection Agreement was approved under Docket No. 20100391 dated 08-09-2010 and Amendment No. 2 approved under Docket No. 20130292 dated 11-22-2013.

If you have any questions, or require additional information, please do not hesitate to contact me at 304-325-1688.

Sincerely,

s/Angela McCall

Angela McCall
Manager – Government & External Affairs

Enclosure – Amendment No. 2 to Local Interconnection Agreement

AMENDMENT NO. 2
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
FRONTIER FLORIDA LLC
AND
PEERLESS NETWORK OF FLORIDA, LLC

This Amendment No. 2 (this "Amendment") shall be deemed effective on October 1, 2017 (the "Amendment Effective Date") by and between Frontier Florida LLC ("Frontier"), an Florida limited liability company with offices at 401 Merritt 7, Norwalk, CT 06851, and Peerless Network of Florida, LLC ("PN"), a Delaware limited liability company with offices at 27 N. Wacker St., Suite 444, Chicago, IL 60606. Frontier and PN may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the State of Florida (the "State").

WITNESSETH:

WHEREAS, Frontier and PN are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated August 9, 2010 (the "Agreement"); and

WHEREAS, an Interconnected VoIP Provider, has requested local number portability from Frontier where PN is the network provider for that Interconnected VoIP Provider; and

WHEREAS, Frontier is required to provide local number portability to Interconnected VoIP Providers in accordance with FCC 15-70A1, the Local Number Portability Obligations;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement or a Frontier Tariff.
 - 1.1 The following language will be added to the Interconnection Attachment, Section 1.
 - 1.1.1 Interconnected VoIP Provider. A provider authorized by the FCC to provide Interconnected VoIP service as defined by 47 CFR 9.3.
 - 1.1.2 Any Interconnected VoIP Provider traffic on a PN trunk group shall be considered PN traffic for the purposes of this Agreement.

2. **Miscellaneous Provisions**

- 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

PEERLESS NETWORK OF FLORIDA, LLC

By: DocuSigned by:
Scott Kell
E400D0604D64470...

Printed: Scott Kell

Title: EVP, Operations

Date: 09/20/2017

FRONTIER FLORIDA LLC

By: 

Printed: Michael Daniel

Title: SVP, Carrier Services

Date: 10-23-17