

Northeast Florida Telephone Company, Inc

October 15, 2019

VIA ELECTRONIC FILING

Mr. Jeff Bates Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Re: Notice of Adoption of Interconnection between Nefcom and Teleport Communications, LLC.

Dear Mr. Bates:

Please find enclosed for approval and electronic filing a copy of the (Adopted agreement) between Nefcom & Teleport Communications, LLC. Teleport will be adopting the agreement that was filed with the commission in Docket No. 20080572-TP

If you have any questions on this matter, please contact me at 904-259-0649

Sincerely, Kata Hand

Klate Hancock Nefcom 130 N 4<sup>th</sup> street Macclenny,fl 32063 Tel: (904) 259-0649

### INTERCONNECTION AGREEMENT BY AND BETWEEN

# NORTHEAST FLORIDA TELEPHONE COMPANY. INC AND

#### TELEPORT COMMUNICATIONS AMERICA, LLC

This Interconnection Agreement ("Agreement"), entered into this 25th day of April 2019, is entered into by and between Northeast Florida Telephone Company, Inc. ("NEFCOM") with offices at 130 North Fourth Street. Macclenny, Florida, 32063 and Teleport Communications America, LLC ("TCA") (a wholly owned subsidiary of AT&T, Inc.) with offices at 1 AT&T Way, Bedminster, NJ 07921 herein collectively, ("the Parties").

NOW THEREFORE, the Parties agree as follows:

### 1. CONDITIONS

1.1 The Agreement between the Parties shall consist of the Interconnection Agreement for the State of Florida entered into by and between NEFCOM and AstroTel., signed August 29, 2008 and effective on September 1, 2008 ("Adopted Agreement"), amended as noted herein. The Adopted Agreement is attached as **Appendix A**.

### 2. TERM

2.1 This Agreement shall become effective upon approval by the Commission ("Effective Date"), and will have an initial term of two years and will remain in force pursuant to the terms and conditions as set forth in Section 2 ("Term of the Agreement") of the Adopted Agreement.

#### 3. PARTIES

3.1 Teleport Communications America, LLC ("TCA") is hereby substituted in the Adopted Agreement for AstroTel. Northeast Florida Telephone Company, Inc.shall remain as the other Party to the Agreement.

#### 4. GENERAL

- 4.1 Other than 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.
- 4.2 This Agreement, executed by authorized representatives of NEFCOM and TCA, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

## 5. BILLING AND PAYMENT; DISPUTED AMOUNTS

Section11.6 from the Adopted Agreement shall be replaced in their entirety with the following:

5.2 All usage data and invoices to be provided pursuant to this Agreement shall be sent to the following addresses:

To NEFCOM:

Townes Telecommunications Services Corporation CABs Department 130 N 4<sup>th</sup> street MacClenny, Fl 32063 904(259-2261)

To TCA:

Krishna Kumar Electronic Billing is Preferred (BDT Format) Email: kk758b@att.com Phone: 888-786-1211 Ext.8218768

Teleport Communications America, LLC 300 North Point Parkway Alpharetta GA 30005

#### 6. NETWORK MANAGEMENT

Section 28.1 from the Adopted Agreement shall be replaced in their entirety with the following:

Cooperation. NEFCOM and TCA will exchange appropriate information (e.g.,

network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to maintain a reliable network. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate and/or prevent traffic congestion. The contact telephone numbers for each Party for purposes of this section are:

For NEFCOM: (904)259-2261 For TCA: (886) 806-1497 Infrastructure Provisioning-Test & Turn-up

#### 7. NOTICES

Section 30.1.3 from the Adopted Agreement shall be replaced in its entirety with the following:

All notices to be given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; or (iii) mailed, postage prepaid, certified mail, return receipt to the following addresses of the Parties:

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To: NEFCOM	To: TCA
For Official Notices:	For Official Notices:
Adam Dixon Chief Operating Officer Townes Telecommunications Services Corporation P.O Box 729 Lewisville, Arkansas 71845 <u>adixon@townes.net</u>	David Handal, Director Sourcing Operations AT&T 1 AT&T Way, Room 4A105 Bedminster, NJ 07921 Phone: 908-234-3707 Email: <u>david.handal@att.com</u>
With a copy to:	With a copy to:
Benjamin H. Dickens Bloostc1n, Mordkofsky, Dickens, Duffy & Prendergast 2120 L Street, NW Suite 3:10 Washington, DC 20037 <u>bhd@bloostonlaw.com</u>	Damaris Ortiz, Lead Carrier Relations Manager 65 Southgate Blvd New Castle, DE 19720 Phone: 302-419-8971 Email: <u>damaris.ortiz@att.com</u>

or to such other address as either Party shall designate by proper notice. Notices will be deemed effectively given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via overnight express mail or by personal delivery; or (iii) five (5) days after mailing in the case of certified U.S. mail.

**IN WITNESS WHEREOF**, NEFCOM and TCA have caused this Agreement to be executed by its duly respective authorized representatives.

	Northeast Florida Telephone Company, Inc.	Teleport Communications America,
By:	Adorino	By: Jour Abanta
Name:	Adam Dixon	Name: David Handal
Title:	Chief Operating Officer	Title: Director Sourcing Operations
Date:	7/22/2019	Date: 7/8/2019