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Northeast Florida Telephone Company, Inc.

December 14, 2021

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 PEERLESS NETWORK OF FLORIDA, LLC.

Dear Mr. Bates:

Please find enclosed for approval and electronic filing a copy of the (Adopted agreement) between Nefcom & PEERLESS NETWORK OF FLORIDA, LLC 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,

Klate Hancock

Nefcom

130 N 4<sup>th</sup> street

Macclenny,fl 32063

Tel: (904) 259-0649

2.2

### INTERCONNECTION AGREEMENT BY AND BETWEEN

# NORTHEAST FLORIDA TELEPHONE COMPANY. INC AND

# PEERLESS NETWORK OF FLORIDA, LLC

This Interconnection Agreement ("Agreement"), entered into this 13 day of December 2021, is entered into by and between Northeast Florida Telephone Company, Inc. ("NEFCOM") with offices at 130 North Fourth Street. Macclenny, Florida, 32063 and Peerless Network of Florida, LLC ("Peerless Network") with offices at 222 South Riverside Plaza, Suite 1900, Chicago, IL 60606 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 Peerless Network is hereby substituted in the Adopted Agreement for Astrotel (or Teleport). NEFCOM 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 Peerless Network, 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 Peerless Network:

Ovi Groza

Electronic Billing is Preferred

Email: costassurance@peerlessnetwork.com

Phone: 510-370-1001

Peerless Network of Florida, LLC 222 South Riverside Plaza, Suite 1900 Chicago, IL 60606

# 6. NETWORK MANAGEMENT

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

Cooperation. NEFCOM and Peerless Network 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 Peerless Network: nocstaff@peerlessnetwork.com 312-506-0940

# 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:

	To: NEFCOM	To: Peerless Network	
- ()			
1	For Official Notices:	For Official Notices:	
	A dam Disam	Datriels Dhinns Director Deculatory Affairs	
	Adam Dixon	Patrick Phipps, Director Regulatory Affairs	
	Chief Operating Officer	Peerless Network, Inc.	
	Townes Telecommunications Services	222 South Riverside Plaza, Suite 1900	
	Corporation	Chicago, IL 60606	
	P.O Box 729	Phone: 312-506-0933	
	Lewisville, Arkansas 71845	Email: regulatory@peerlessnetwork.com	
	adixon@townes.net	2	
	adixon(a)townes.net		
	With a copy to:	With a copy to:	
	, , in a copy to	The state of the s	
	Benjamin H. Dickens	Julie Oost, VP Regulatory Affairs & Contracts	
	Bloostc1n, Mordkofsky, Dickens, Duffy &	Peerless Network, Inc.	
	Prendergast	222 South Riverside Plaza, Suite 1900	
	2120 L Street, NW	Chicago, IL 60606	
	Suite 3:10	Phone: 312-878-4137	
	Washington, DC 20037	Email: regulatory@peerlessnetwork.com	
	bhd@bloostonlaw.com		

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 Peerless Network have caused this Agreement to be executed by its duly respective authorized representatives.

	Northeast Florida Telephone Company, Inc.	Peerless Network of Florida, LLC
Ву:	Algin	By: Tony Hiller
Name:	Adam Dixon	Name: Tony Hiller
Title:	Chief Operating Officer	Title: EVP, Operations
Date:	11/15/2021	Date: November 1, 2021