### DOCKET NO. 20220215-TP



Sally Briar Area Manager-Regulatory Relations AT&T 4426 Savage Pointe Dr. Franklin, TN 37064 T: (630)460-5833 sb1621@att.com www.att.com

FILED 12/15/2022 DOCUMENT NO. 12063-2022 FPSC - COMMISSION CLERK

December 15, 2022

Adam J. Teitzman Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and Accelecom GA, LLC (formally known as Georgia Public Web, Inc. ("CLEC")

Mr. Teitzman:

Attached for filing and approval is an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and CLEC. The underlying agreement was filed on September 5, 2008 in Docket Number 20080581-TP.

Please contact me if you have any questions regarding this filing.

Sincerely,

Sally Brian

Sally Briar

Area Manager-Regulatory Relations

Attachment

Contract Id: 2714173

Signature Page/AT&T-21STATE Page 1 of 2

GEORGIA PUBLIC WEB, INC., ACCELECOM GA LLC Version: 4Q15 – 10/20/15

## **AMENDMENT**

### **BETWEEN**

# BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AND AT&T TENNESSEE

**AND** 

GEORGIA PUBLIC WEB, INC., ACCELECOM GA, LLC

Contract Id: 2714173

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GEORGIA PUBLIC WEB, INC., ACCELECOM GA LLC
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Signature:eSigned - Eric Snell	Signature: <u>eSigned - Kristen E. Shore</u>
Name:eSigned - Eric Snell (Print or Type)	Name:eSigned - Kristen F. Shore(Print or Type)
Title:President & CEO(Print or Type)	Title:AVP- Regulatory(Print or Type)
Date:17 Oct 2022	
Georgia Public Web, Inc. (SELLER)	BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, and AT&T TENNESSEE
Signature: <u>eSigned - David Flessas</u>	
Name: <u>eSigned - David Flessas</u> (Print or Type)	
Title: CEO (Print or Type)	
Date:	
Accelecom GA, LLC	

State	Resale OCN	ULEC OCN	CLEC OCN
GEORGIA	9162	9136	9135

Description	ACNA Code(s)
ACNA(s)	GPW

Contract Id: 2714173

GEORGIA PUBLIC WEB, INC., ACCELECOM GA LLC

# AMENDMENT TO THE AGREEMENTS BETWEEN GEORGIA PUBLIC WEB, INC., ACCELECOM GA LLC AND

## BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T GEORGIA, AT&T TENNESSEE, AT&T ALABAMA, AT&T FLORIDA

This Amendment (the "Amendment") amends the Agreements by and between AT&T and Georgia Public Web, Inc. ("GPW") as shown in the attached Exhibit A (the "GPW Agreements").

WHEREAS, AT&T and GPW are Parties to the GPW Agreements.

WHEREAS, GPW desires to assign the GPW Agreements to Accelecom GA LLC ("Accelecom");

**WHEREAS**, Accelecom represents that it has registered this transaction and name with each Secretary of State impacted by the assignment to the extent required under applicable law or regulation;

**WHEREAS**, Accelecom represents that it has filed for certification with each Public Utilities Commission to the extent required under applicable law or regulation or by the assignment;

WHEREAS, Accelecom seeks to assume GPW's ACNA and OCNs to the GPW Agreements;

WHEREAS, Accelecom represents that it has registered the ACNA with iconectiv and OCNs with NECA;

**WHEREAS**, AT&T, GPW, and Accelecom agree to amend the GPW Agreements to reflect the name change to Accelecom GA LLC and assume GPW's, ACNA and OCNs listed in this Amendment; and

WHEREAS, concurrent with the execution of this Amendment, certain services being provided today by AT&T to GPW will subsequently be provided by AT&T to Accelecom under the GPW Agreements, as amended, including by way of this assignment from GPW to Accelecom.

**NOW**, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, AT&T, GPW, and Accelecom agree to amend the GPW Agreements as follows:

- 1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A Listing of GPW's Agreements immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
- The GPW Agreements are hereby amended to reflect the assignment from "Georgia Public Web, Inc." to "Accelecom GA LLC"
  - 2.1 AT&T shall reflect the assignment from "Georgia Public Web, Inc." to "Accelecom GALLC" only for the main billing account (header card) for each of the CLEC accounts previously billed to GPW. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T records with respect to those accounts previously billed to GPW, including to the services and items provided and/or billed thereunder or under the GPW Agreements. Without limiting the foregoing, Accelecom affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by GPW with AT&T for those accounts and the services and items provided and/or billed thereunder or under the GPW Agreements.
  - 2.2 Once this Amendment is effective, Accelecom shall operate with AT&T under the "Accelecom GA LLC" name for those CLEC accounts previously billed GPW. Such operation shall include, by way of example only, submitting orders under Accelecom GA LLC and labeling equipment and facilities installed on AT&T premises after the effective date of this amendment with "Accelecom GA LLC"
- 3. The Parties agree to continue use of GPW's company codes:

ACNA: GPW

OCN: 9162, 9136, 9135

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- The Parties agree to add the following provision to the Attachment or Appendix for Network Interconnection.
  - NI.1 CLEC is solely responsible, including financially, for the facilities that carry Operator Services/Directory Assistance ("OS/DA"), E911, Mass Calling, Third Party and Meet Point Trunk Groups.
- 5. The Parties agree to replace Section N from the GPW Agreements with the following language:

#### N Notices

- N.1 Notices given by CLEC to AT&T-21STATE under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - N.1 delivered by electronic mail (email).
  - N.2 delivered by facsimile.
- N.2 Notices given by AT&T-21STATE to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.
  - N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.
- N.3 Notices will be deemed given as of the earliest of:
  - N.3.1 the date of actual receipt; or
  - N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

**N.4** 

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Rosemary Watkins Controller Accelecom GA LLC
STREET ADDRESS	1700 Eastpoint Parkway, Ste 230
CITY, STATE, ZIP CODE	Louisville, KY 40223
PHONE NUMBER*	( <u>502)</u> <u>586-7600</u>
FACSIMILE NUMBER	N/A
EMAILADDRESS	rosemary.watkins@accelecom.net

	AT&T CONTACT	
NAME/TITLE	Contract Management ATTN: Notices Manager	
FACSIMILE NUMBER	(214) 712-5792	
EMAIL ADDRESS	The current email address for the Notices Manager, as provided on AT&T's CLEC Online website at http://www.clec.att.com	

<sup>\*</sup>Informational only and not to be considered as an official notice vehicle under this Section.

N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N.

GEORGIA PUBLIC WEB, INC., ACCELECOM GA LLC

Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

- N.6 In addition, CLEC agrees that it is responsible for providing AT&T-21STATE with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T-21STATE to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
  - N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
  - N.6.2 CLEC may be able to place orders for certain services in AT&T-21STATE without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 6. This Amendment shall be deemed to revise the terms and provisions of the GPW Agreements only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the GPW Agreements (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the GPW Agreements), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the GPW Agreements, or in the GPW Agreements but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
- 7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying GPW Agreements (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this GPW Agreements or which may be the subject of further review.
- 8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING GPW AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 9. This Amendment shall not modify or extend the Effective Date or Term of the underlying GPW Agreements, but rather, shall be coterminous with such GPW Agreements.
- 10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
- 11. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission

Amendment- Termination, Assignment/Transfer and Notices Change/AT&T-21STATE
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### Exhibit A

AT&TILEC("AT&T")	CARRIER Legal Name	Contract Type	Filed Date
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	Georgia Public Web, Inc.	9 State - Interconnection - Renegotiated 1	5/2/2016
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	Georgia Public Web, Inc.	9 State - Interconnection	9/5/2008
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	Georgia Public Web, Inc.	9 State - Interconnection	9/10/2008
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Georgia Public Web, Inc.	9 State - Interconnection - Renegotiated 1	5/6/2016