## **DOCKET NO. 20190129-TP**



**Richard T. Howell**Area Manager-Regulatory Relations

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FILED 6/14/2019 DOCUMENT NO. 04934-2019 FPSC - COMMISSION CLERK

June 14, 2019

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 Micro-Comm, Inc. ("CLEC")

Ms. Stauffer:

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 June 9, 2010 in Docket Number 20100324-TP.

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

Sincerely,

Richard T. Howell

Area Manager-Regulatory Relations

Archel 9. Howell

Attachment

Contract Id: 7303925

Signature Page/AT&T-21STATE Page 1 of 2 MICRO-COMM Version: 4Q15 – 10/19/15

## **AMENDMENT**

# **BETWEEN**

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

AND

MICRO-COMM, INC., MICRO-COMM, INC. OF ALABAMA



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Signature: eSigned - David Sweatt

Name: eSigned - David Sweatt

(Print or Type)

Title: President

(Print or Type)

Date: 08 May 2019

Signature: eSigned - William Bockelman

(Print or Type)

Name: eSigned - William Bockelman

(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS

(Print or Type)

Date: 08 May 2019

Micro-Comm, Inc., Micro-Comm, Inc. of Alabama

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T LOUISIANA and AT&T MISSISSIPPI by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	
ALABAMA	6107	4326	
FLORIDA	6107	738F	
GEORGIA	6107		
LOUISIANA	6107	772F	
MISSISSIPPI	6107	4326	

Description	ACNA Code(s)		
ACNA(s)	MII		

# AMENDMENT TO THE AGREEMENT BETWEEN MICRO-COMM, INC., MICRO-COMM, INC. OF ALABAMA AND

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

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A – Listing of Agreement, and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

### 2. Intercarrier Compensation

- 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
- 3. The Parties agree to replace Section N from the Agreement with the following language:

### 20. Notices

- 20.1 Notices given by CLEC to AT&T 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:
  - 20.1.1 delivered by electronic mail (email).
  - 20.1.2 delivered by facsimile.
- 20.2 Notices given by AT&T 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:
  - 20.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 20.4 below.
  - 20.2.2 delivered by facsimile provided CLEC has provided such information in Section 20.4 below.
- 20.3 Notices will be deemed given as of the earliest of:
  - 20.3.1 the date of actual receipt.
  - 20.3.2 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.

- 20.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 20.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	David Sweatt President
STREET ADDRESS	2612 Cameron Street
CITY, STATE, ZIP CODE	Mobile, AL 36607
PHONE NUMBER*	(251) 476-1000 x103
FACSIMILE NUMBER	(251) 476-3522
EMAIL ADDRESS	d.sweatt@micro-comm.com

	AT&T CONTACT
NAME/TITLE	Contract Management
	ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

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

- 20.5 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 20. 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.
- In addition, CLEC agrees that it is responsible for providing AT&T 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 to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 20. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
  - 20.6.1 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.
  - 20.6.2 CLEC may be able to place orders for certain services in AT&T 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.
- 20.7 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.

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- 4. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
- 5. This Amendment shall be deemed to revise the terms and provisions of the Agreement 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 Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision 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 Amendment.
- 6. 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 Agreement (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 Agreement or which may be the subject of further review.
- 7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 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.
- 10. For Alabama, Florida, Georgia, Louisiana, Mississippi: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

EXHIBIT A - Amendment – ICC and Update Notices /AT&T-21STATE
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## **Exhibit A - Listing of Agreements**

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date	
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Micro-Comm, Inc.	Interconnection Agreement	7/27/2010	
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Micro-Comm, Inc.	Interconnection Agreement	6/24/2010	
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Micro-Comm, Inc.	Interconnection Agreement	7/22/2010	
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA Micro-Comm, Inc. of Alabama Inc.		Interconnection Agreement	9/9/2010	
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Micro-Comm, Inc.	Interconnection Agreement	7/14/2010	

#### EXHIBIT B - PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Monthly Recurring Recurring Charge (NRC Zone Charge (MRC) First	Non- Recurring ) Charge (NRC) Additional	Per Unit
_		LOCAL INTERCONNECTION (CALL						
2		TRANSPORT AND TERMINATION)	ISP-Bound, per MOU			0.00bk		MOU
		LOCAL INTERCONNECTION (CALL						
2	FL	TRANSPORT AND TERMINATION)	End Office Switching Function, per MOU			0.00bk		MOU
		LOCAL INTERCONNECTION (CALL						
2	FL	TRANSPORT AND TERMINATION)	Tandem Switching Function Per MOU			0.00bk		MOU
		LOCAL INTERCONNECTION (CALL						
2	FL	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU			0.00bk		Mile/MOU
		LOCAL INTERCONNECTION (CALL						
2	FL	TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU			0.00bk		MOU