

6/24/2008 2:41 PM

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Ruth Nettles

From: Holland, Robyn P [rh0582@att.com]
Sent: Tuesday, June 24, 2008 2:23 PM
To: Filings@psc.state.fl.us
Cc: Holland, Robyn P; Jeff Bates
Subject: Adoption Agreement by Peerless

Attachments: 9100C_Sc.pdf



9100C_Sc.pdf
(313 KB)

-----Original Message-----

From: Holland, Robyn P
Sent: Tuesday, June 24, 2008 2:06 PM
To: Holland, Robyn P
Subject: 9100C Scan

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FPSC-COMMISSION CLERK



AT&T Florida
150 South Monroe Street
Suite 400
Tallahassee, FL 32301

T: 850.577.5555
F: 850.222.8640
www.att.com

June 24, 2008

Mrs. Ann Cole
Director, Division of The Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Notice of the Adoption of Interconnection, unbundling, resale and collocation agreement with modifications between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and KMC Data, LLC by Peerless Network of Florida, LLC.

Dear Mrs. Cole:

BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast hereby provides notice to the Florida Public Service Commission of the adoption by Peerless Network of Florida, LLC of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and KMC Data, LLC, which was filed with this Commission on July 7, 2005 in Docket No. 050466-TP.

Peerless Network of Florida, LLC is adopting the agreement and all amendments (if applicable), with modifications as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed are the original and two (2) copies of the contract between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Peerless Network of Florida, LLC, for your records.

If you have any questions please do not hesitate to contact Robyn Yant at (850) 577-5551.

Very truly yours,

Jerry D. Hendrix
Regulatory Vice President

DOCUMENT NUMBER-DATE

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WHOLESALE AGREEMENT

Customer Name: Peerless Network of FL, LLC & Peerless Network of GA, LLC

Peerless Network of FL, LLC - Peerless Network of GA, LLC - Adoption of KMC	2
Data, LLC Adoption Papers	3
Signature Page	6
Exhibit 1	7

Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

CLEC Agreement with:

**Peerless Network of FL, LLC & Peerless Network of
GA, LLC**

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Peerless Network of Florida, LLC a Florida Limited Liability Company and Peerless Network of Georgia, LLC a Georgia Limited Liability Company collectively referred to as (Peerless) and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CLEC has adopted the KMC Data, LLC for the states of Florida and Georgia;

WHEREAS, Peerless has requested that AT&T make available the interconnection agreement in its entirety executed between AT&T and KMC Data, LLC dated June 30, 2005 for the state(s) of Florida and Georgia. The rates, terms and conditions for the states of Alabama, Kentucky, Louisiana, Mississippi, South Carolina, North Carolina and Tennessee are **not** effective.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Peerless and AT&T hereby agree as follows:

1. Peerless and AT&T shall adopt in its entirety the KMC Data, LLC Interconnection Agreement dated June 30, 2005 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The KMC Data, LLC Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Table of Contents	1
Adoption Papers	4
Title Page	1
Exhibit 1 Cover Page	1
KMC Data, LLC Interconnection Agreement	679
Amendment dated 12/14/05	65
Amendment dated 03/31/06	19

Version: 04/23/07

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TOTAL	770
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2. In the event that Peerless consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Peerless under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the KMC Data, LLC Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the KMC Data, LLC Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. Peerless shall accept and incorporate any amendments to the KMC Data, LLC Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

6. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

AT&T Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

Business Markets Attorney
Suite 4300
675 W. Peachtree St.

Atlanta, GA 30375

Peerless Network of Florida, LLC
Peerless Network of Georgia, LLC

Scott Kell
225 W. Washington St.
Suite 1285
Chicago, IL 60606
312-282-9323 Phone
312-896-1470 Fax
skell@peerlessnetwork.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida,
AT&T Georgia, AT&T Kentucky, AT&T
Louisiana, AT&T Mississippi, AT&T
North Carolina, AT&T South Carolina
and AT&T Tennessee

Peerless Network of Florida, LLC
Peerless Network of Georgia, LLC

By: Kristen E. Shore
Name: Kristen E. Shore
Title: Director
Date: 10/12/07

By: Scott Kell
Name: Scott Kell
Title: SVP Operations & Engineering
Date: 10/11/07

FACILITIES-BASED OCN # Pending
GA=PKH
ACNA FL=PKZ

EXHIBIT 1

**Peerless Network of Florida, LLC
Peerless Network of Georgia, LLC**

**Adoption of
KMC Data, LLC.**