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From: Holland, Robyn P [rh0582@att.com]  
Sent: Friday, August 22, 2008 1:19 PM  
To: Filings@psc.state.fl.us  
Cc: Jeff Bates; Holland, Robyn P  
Subject: Amendment to Trinsic Communications, Inc ICA

Attachments: 9100C\_Sc.pdf



9100C\_Sc.pdf  
(259 KB)

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

From: YANT, ROBYN [mailto:robyn.holland@att.com]  
Sent: Friday, August 22, 2008 1:18 PM  
To: YANT, ROBYN  
Subject: 9100C Scan

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07638-08 08/22/08  
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080568

August 22, 2008

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

Re: Approval of two Amendments to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Matrjix Telecom, Inc. d/b/a Trinsic Communications, Inc.

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast Amendments to Interconnection, unbundling, resale and collocation Agreement with Matrjix Telecom, Inc. d/b/a Trinsic Communications, Inc.

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

The underlying agreement was filed on April 21, 2003 in docket 030355-TP.

Very truly yours,

  
Jerry D. Hendrix  
Regulatory Vice President

DOCUMENT NO.    DATE  
07636-08    08/22/08  
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**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT  
OF 1996  
BETWEEN  
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  
AND  
MATRIX TELECOM, INC. D/B/A TRINSIC COMMUNICATIONS**

The Interconnection Agreement dated April 18, 2003 by and between 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") and Matrix Telecom, Inc. d/b/a Trinsic Communications ("Trinsic") ("Agreement") effective in the state of Florida is hereby amended as follows:

1. The Parties agree that AT&T-9STATE shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Section 3.1 of the General Terms and Conditions is amended by adding the following section:
  - 3.1.1 Notwithstanding anything to the contrary in this section 3.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from July 23, 2008 until July 23, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Trinsic, by AT&T-9STATE pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
3. The Agreement is also amended as follows to reflect prior changes of law, and Trinsic acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. 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.
6. This Amendment shall be filed with and is subject to approval by the Commission and shall become effective "on the date of the last signature executing the Amendment".

Matrix Telecom, Inc. d/b/a Trinsic  
Communications

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

By: Charles G. Taylor, Jr.  
Name: Charles G. Taylor, Jr.  
(Print or Type)  
Title: PRESIDENT  
(Print or Type)  
Date: 6/30/08

By: Kristen E. Shore  
Name: Kristen E. Shore  
Title: Director  
Date: 7/21/08

	<u>OCN#</u>	<u>ACNA</u>	<u>OCN#</u>	<u>ACNA</u>
FLORIDA	<u>3840</u>	<u>ELZ</u>		

**Amendment to the Interconnection Agreement  
Between  
Matrix Telecom, Inc. dba Trinsic Communications 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  
dated April 18, 2003**

This Amendment is entered into by and between Matrix Telecom, Inc. dba Trinsic Communications (Trinsic) 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") hereinafter referred to collectively as the "Parties," to amend that certain Interconnection Agreement between the Parties dated April 18, 2003 ("Interconnection Agreement") to be effective as of the date of the last signature to the amendment.

WHEREAS, Trinsic has changed the name of said business to Matrix Telecom, Inc. d/b/a Trinsic Communications (Trinsic), a Texas corporation.

WHEREAS, the Parties desire that the Interconnection Agreement be amended to reflect the correct corporate entity name.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree that ~~AT&T-STATE~~ shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. The name of Matrix Telecom, Inc. dba Trinsic Communications (Trinsic) in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with Matrix Telecom, Inc. d/b/a Trinsic Communications (Trinsic).
3. All of the other provisions of the Interconnection Agreement, dated April 18, 2003 shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Telecommunications Act of 1996.
5. 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.

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

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 7/21/08

Matrix Telecom, Inc. d/b/a Trinsic  
Communications

By: Charles G. Taylor Jr.

Name: CHARLES G. TAYLOR, JR.

Title: PRESIDENT

Date: 5/22/08

	<u>OCN#</u>	<u>ACNA</u>
FLORIDA	<u>3840</u>	<u>ELZ</u>

<u>OCN#</u>	<u>ACNA</u>
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