

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: January 12, 2015
TO: Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk
FROM: Pamela H. Page, Senior Attorney, Office of the General Counsel *PH*
RE: Amendment to Relay Service Contract, Docket Nos. 110013-TP and 140029-TP

Please file the attached Amendment in Docket Nos. 110013-TP and 140029-TP. Should there be any questions, please contact me at x36214. Thank you.

RECEIVED-FPSC
15 JAN 12 AM 10:42
COMMISSION
CLERK

CONTRACT TO PROVIDE TELECOMMUNICATIONS RELAY SERVICE (TRS) TO FLORIDA

First Amendment to Contract

The Florida Public Service Commission (Commission) and AT&T hereby agree pursuant to Section A.24 of the Request for Proposals of the Contract between AT&T Corp. (AT&T) and the Florida Public Service Commission, that AT&T's obligation to provide telecommunications relay service shall end on February 28, 2015. The Commission and AT&T hereby agree that the following contract terms shall remain in effect from March 1, 2015 until May 31, 2015:

- AT&T will continue to be bound by the provisions of the Contract pertaining to the Commission's access to records as stated in Section 3 of the Contract.
- AT&T will continue to be bound by the provisions on transition to new provider as specified in Section 9 of the Contract and Section B.57 of the request for proposals.

The Commission and AT&T hereby agree that from March 1, 2015 to May 31, 2015, AT&T will reimburse Florida Telecommunications, Relay, Inc. (FTRI) in the amount of \$0.33 per session minute for traditional relay service and \$0.16 per session minute for CapTel service. The Commission and AT&T hereby agree that these payments will be due 30 days after notice from the Commission. The notice from the Commission will include supporting TRS and CapTel call detail and be submitted to AT&T via email and U.S. Mail to:

Joseph Romano
Lead Data Analyst
AT&T Services, Inc.
1 AT&T Way
Room 5C110F
Bedminster, NJ 07291
Email joseph.romano.1@att.com
Telephone (908) 234-8367

The Commission and AT&T hereby agree that if payment is not received by FTRI within the 30 day due date, AT&T will be liable for interest charges at prime lending rates that will be incurred against the unpaid balance until such time as payment is received. The Commission and AT&T hereby further agree that should AT&T fail to comply with the terms of this Amendment, AT&T may be liable for liquidated damages pursuant to paragraph B.56 of the request for proposals.

This Amendment shall be construed according to the laws of the state of Florida.

The Commission and AT&T acknowledge that this Amendment is a public record, is available to the public for inspection, and may be posted on a web site by the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latter date written below ("effective date").

AT & T Corp.

By: Michael J. Barry

Printed Name: Michael J. Barry

Title: Director - Customer

Information Services

AT&T Services, Inc.

23500 Northwestern Hwy.

Room W - 140

Southfield, MI 48075

Telephone (248) 483-4640

Michael.j.barry@att.com

Date: 1-7-15

**FLORIDA PUBLIC SERVICE
COMMISSION**

By: Braulio L. Baez

Printed Name: Braulio L. Baez

Title: Executive Director

Florida Public Service Commission

2540 Shumard Oak Boulevard

Tallahassee, FL 32399-0850

Telephone: (850) 413-7013

bbaez@psc.state.fl.us

Date: 1/12/15

Approved as to form and legality:

Pamela H. Page

Pamela H. Page

Senior Attorney

Office of the General Counsel

Florida Public Service Commission

Date: 1/9/15