

ORIGINAL



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January 31, 2001

Ms. Blanca S. Bayó, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED FPSC
01 JAN 31 PM 4:42
RECORDS AND REPORTING

Re: Revised copy of Cover Letter and Agreement
in Docket No. 001619-TP SATCOM Communication
Corporation d/b/a SATCOM Communication

Dear Ms. Bayó:

Pursuant to Staff's request, please find for filing a revised copy of the Cover Letter to Blanca Bayó dated October 26, 2000, the corrected Petition and revised pages of the Agreement to reflect SATCOM Communication Corporation d/b/a SATCOM Communication in Docket No. 001619-TP.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,

Susan S. Masterton

Susan S. Masterton

SSM/th

Enclosures

- APP
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16
JAN 31 2001

DOCUMENT NUMBER-DATE

01463 JAN 31 01

FPSC-RECORDS/REPORTING



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October 26, 2000

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Petition of Sprint-Florida, Incorporated
for Approval of a Resale Agreement with
the SATCOM Communications Corporation d/b/a
SATCOM Communication

Dear Ms. Bayo:

Enclosed for filing is the original and five (5) copies of
Sprint-Florida, Inc.'s Petition for approval of Resale
Agreement with SATCOM Communications Corporation d/b/a
SATCOM Communication.

Please acknowledge receipt and filing of the above by
stamping the duplicate copy of this letter and returning the
same to this writer.

Thank you for your assistance in this matter.

Sincerely,

Susan S. Masterton

SSM/th

Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

01463

| | | |
|-----------------------------------|---|-------------------------|
| In re: Petition for Approval |) | Docket No. |
| of Resale Agreement Between |) | |
| Sprint-Florida, Incorporated |) | |
| SATCOM Communication |) | |
| Corporation |) | |
| <u>d/b/a SATCOM Communication</u> |) | Filed: October 26, 2000 |

PETITION OF SPRINT-FLORIDA, INCORPORATED
 FOR APPROVAL OF RESALE AGREEMENT
 WITH SATCOM COMMUNICATION CORPORATION D/B/A
 SATCOM COMMUNICATION

Sprint-Florida, Incorporated (Sprint-Florida) files this Petition with the Florida Public Service Commission seeking approval of a Resale Agreement, which Sprint-Florida has entered with SATCOM Communication Corporation d/b/a SATCOM Communication Sprint-Florida states:

1. Florida Telecommunications law, Chapter 364, Florida Statutes as amended, requires local exchange carriers such as Sprint-Florida to negotiate mutually acceptable prices, terms and conditions of interconnection and for the resale of services and facilities with alternative local exchange carriers. Section 364.162, Florida Statutes (1996).
2. The Telecommunications Act of 1996, requires that any such agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission 47 U.S.C.252(e).
3. In accordance with the above provisions, Sprint-Florida has entered an

Agreement with SATCOM Communication Corporation d/b/a SATCOM Communication, which is or will be a carrier certificated as an alternative local exchange carrier as that term is defined in Section 364.02(1), Florida Statutes (1996). This Agreement was executed on October 6, 2000, and is attached hereto as Attachment A.

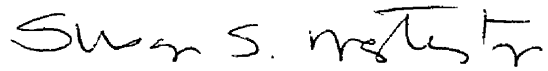
4. Under the Federal Act, an agreement can be rejected by the State commission only if the commission finds that the agreement or any portion thereof discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity. 47 U.S.C. 252(e)(2).

5. The Agreement with King Communication & Service, Inc. on does not discriminate against other similarly situated carriers which may order services and facilities from Sprint-Florida under similar terms and conditions. The Agreement is also consistent with the public interest, convenience and necessity. As such, Sprint-Florida seeks approval of the Agreement from the Florida Public Service Commission as required by the Federal statutory provisions noted above.

Wherefore, Sprint-Florida respectfully requests that the Florida Public Service Commission approve the Resale agreement between Sprint-Florida and SATCOM Communication Corporation d/b/a SATCOM Communication.

Respectfully submitted this 26th day of October, 2000.

Sprint-Florida, Incorporated

A handwritten signature in black ink that reads "Susan S. Masterton". The signature is written in a cursive style with a horizontal line underneath the name.

Susan S. Masterton

Attorney

Sprint-Florida, Incorporated

Post Office Box 2214

MS: FLTLHO0107

Tallahassee, Florida 32301

850/ 599-1560



**MASTER RESALE AGREEMENT
FOR THE STATE OF FLORIDA**

Effective: October 2, 2000

Between

SATCOM Communication Corporation d/b/a SATCOM Communication

and

Sprint-Florida, Incorporated

MASTER RESALE AGREEMENT

This Agreement is between SATCOM Communication Corporation d/b/a SATCOM Communication ("Carrier") and Sprint-Florida, Incorporated ("Sprint") hereinafter collectively, "the Parties", entered into this 2nd day of October, 2000, for the State of Florida.

WHEREAS, the Parties wish to establish terms and conditions for the purposes of allowing the Carrier to have access to Sprint services for the purpose of resale; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Florida Public Service Commission (the "Commission"); and

WHEREAS, the Parties wish to replace any and all other prior agreements, both written and oral, applicable to the state of Florida;

THEREFORE, the Parties hereby agree as follows:

PART A -- DEFINITIONS

1. DEFINED TERMS

- 1.1. Capitalized terms defined in this Article shall have the meanings as set forth herein. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "Act" means the Communications Act of 1934, as amended.
- 1.3. "Affiliate" is as defined in the Act.
- 1.4. "Central Office Switches" ("COs") - are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.4.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.
 - 1.4.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.