

Kimberly Caswell
Vice President and General Counsel, Southeast
Legal Department



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ORIGINAL

February 16, 2001

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

RECEIVED-FPSC
01 FEB 16 PM 2:21
RECORDS AND
REPORTING

Re: Docket No. 010046-TP
Petition for Approval of Resale Agreement

Dear Ms. Bayo:

On January 11, 2001, Verizon Florida Inc. filed a Petition for Approval of Resale Agreement with Preferred Carrier Services, Inc. Enclosed are an original and five copies of REVISED pages 1-5 of the agreement. These revised pages reflect the corrected legal entity name of Preferred Carrier Services, Inc. d/b/a Telefonos Para Todos d/b/a Phones For All. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at (813) 483-2617.

Very truly yours,

Kimberly Caswell

APP _____
CAF _____
CMP _____
COM _____
CTR _____
ECR _____
LEG I _____
OPC I _____
PAI _____
RGO _____
SEC I _____
SER _____
OTH _____
Cover letter

KC:tas
Enclosures

RECEIVED & FILED
MKS
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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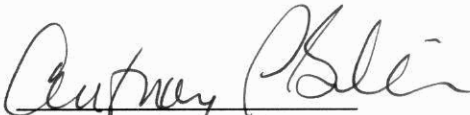
FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via overnight delivery(*)
on February 15, 2001 and U.S. mail(**) on February 16, 2001 to:

Staff Counsel(*)
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Preferred Carrier Services, Inc.(**)
Attention: Alex Valencia
14681 Midway Road, Suite 145
Addison, TX 75001


Kimberly Caswell

AGREEMENT

Effective as of December 16, 2000

by and between

**PREFERRED CARRIER SERVICES, INC. D/B/A TELEFONOS PARA TODOS AND D/B/A
PHONES FOR ALL**

and

VERIZON FLORIDA INC., F/K/A GTE FLORIDA INCORPORATED

FOR THE STATE OF

FLORIDA

AGREEMENT

PREFACE

This Agreement ("Agreement") is effective as of December 16, 2000 (the "Effective Date"), between Preferred Carrier Services, Inc. d/b/a Telefonos Para Todos and d/b/a Phones for ALL ("PCS"), a Corporation organized under the laws of the State of Texas, with offices at 14681 Midway Road, Suite 145, Addison, Texas 75001 and Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), a corporation organized under the laws of the State of Florida with offices at 201 North Franklin Street, Tampa, Florida 33602-5167.

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Verizon and PCS hereby agree as follows:

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated and made a part hereof this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party which has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof. Except as otherwise provisioned in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until December 15, 2002 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either PCS or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either PCS or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either PCS or Verizon has

(180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by Applicable Law.

29. Notices

29.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

29.1.1 shall be in writing;

29.1.2 shall be delivered (a) personally, (b) by express delivery service with next business day delivery, (c) by First Class, certified or registered U.S. mail, postage prepaid, (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding, or, (e) by electronic mail, with a copy delivered in accordance with (a), (b) or (c), preceding; and

29.1.3 shall be delivered to the following addresses of the Parties:

To PCS:

Preferred Carrier Services, Inc. d/b/a Telefonos Para Todos and
d/b/a Phones for ALL
Attention: Mr. Alex Valencia
14681 Midway Road, Suite 145
Addison, Texas 75001
Telephone Number: 972/404-5437
Internet Address: alex.valencia@phonesforall.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1320 N. Court House Road
8th Floor
Arlington, VA 22201
Facsimile: 703/974-0744

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next business day delivery, the next business day

with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax Verizon with respect to its forbearing to collect such Tax.

- 41.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Verizon:

Tax Administration
Verizon Communications
1095 Avenue of the Americas
Room 3109
New York, NY 10036

To PCS:

Preferred Carrier Services, Inc. d/b/a Telefonos Para Todos and
d/b/a Phones for ALL
14681 Midway Road, Suite 145
Addison, Texas 75001

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

42. Technology Upgrades

Notwithstanding any other provision of this Agreement, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate PCS's ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. PCS shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

43. Territory

- 43.1 This Agreement applies to the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the State of Florida.
- 43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide PCS with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice. Verizon shall be obligated to provide Services under this Agreement only within this territory.

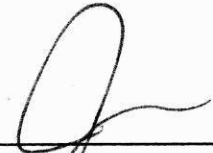
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

VERIZON FLORIDA INC., F/K/A GTE
FLORIDA INCORPORATED

PREFERRED CARRIER SERVICES, INC. D/B/A
TELEFONOS PARA TODOS AND D/B/A
PHONES FOR ALL

By: 

By: 

Printed: Steven J. Pitterle

Printed: Alex Valencia

Title: Director-Negotiations
Network Services

Title Regulatory Counsel

AGREEMENT

Effective as of December 16, 2000

by and between

**PREFERRED CARRIER SERVICES, INC. D/B/A TELEFONOS PARA TODOS AND D/B/A
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Internet Address: alex.valencia@phonesforall.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

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Verizon Wholesale Markets
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New York, NY 10036

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FLORIDA INCORPORATED

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PHONES FOR ALL

By: 

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Printed: Steven J. Pitterle

Printed: Alex Valencia

Title: Director-Negotiations
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