

0600589-TP

ORIGINAL

**Matilda Sanders**

**From:** Whitt, Chrystal [LTD] [Chrystal.Whitt@sprint.com]  
**Sent:** Tuesday, January 31, 2006 1:55 PM  
**To:** Filings@psc.state.fl.us  
**Cc:** Schnitzer, Nancy R [LTD]  
**Subject:** Notice of Adoption  
**Attachments:** Adoption of Smart City and Sprint by Orlando Tel Co..pdf

**Filed on behalf of:**

**Nancy Schnitzer**

**Docket Manager**

**Law/External Affairs  
Sprint**

**1313 Blainstone Rd.  
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**Docket No. 060058-TP**

**Title of filing: Notice of Adoption of Smart City Solutions and Sprint-FL  
by Orlando Telephone Co.**

**Filed on behalf of: Sprint**

**No. of pages: 3**

- CMP** \_\_\_\_\_
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FPSC-COMMISSION CLERK



ORIGINAL

Nancy R. Schnitzer  
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January 31, 2006

Ms. Blanca S. Bayó, Director  
Division of the Commission Clerk  
& Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RE: Notice of Adoption of Smart City Solutions, LLC d/b/a Smart City Communications and Sprint-Florida, Incorporated Interconnection, Unbundling, Collocation and Resale Agreement by Orlando Telephone Company

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by Orlando Telephone Company of the Interconnection, Unbundling, Collocation and Resale Agreement for the State of Florida entered into by Smart City Solutions, LLC d/b/a Smart City Communications and Sprint-Florida, Incorporated which was filed with the Commission on January 23, 2006 in Docket No. 060058-TP.

Enclosed is the agreement between Sprint-Florida, Incorporated and Orlando Telephone Company, Inc. for your records.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me at 850-599-1276.

Sincerely,

Nancy Schnitzer

cc: Jerry Locke, President  
Orlando Telephone Company  
4558 S. W. 35<sup>th</sup> Street, Suite 100  
Orlando, FL 32811

Enclosure

DOCUMENT NUMBER-DATE

00919 JAN 31 08

FPSC-COMMISSION CLERK

**MASTER INTERCONNECTION AND COLLOCATION AGREEMENT**

**FOR THE STATE OF FLORIDA**

**BETWEEN**

**Orlando Telephone Company, Inc.**

**and**

**Sprint – Florida, Incorporated**

This Interconnection and Collocation Agreement ("Agreement"), entered into this 21<sup>st</sup> day of November 2005, is entered into by between Orlando Telephone Company, Inc., a Florida CLEC ("CLEC"), and Sprint – Florida, Incorporated, a Florida corporation ("Sprint"), herein collectively, "the Parties," to establish the rates, terms and conditions for local interconnection, local resale and purchase of unbundled network elements for the State of Florida.

**NOW THEREFORE**, the Parties agree as follows:

**1. CONDITIONS**

1.1 The Parties agree that the Agreement between the Parties shall consist of the Master Interconnection, Collocation and Resale Agreement for the State of Florida entered into by and between Sprint and Smart City Solutions, LLC d/b/a Smart City Communications dated August 26, 2005 ("Adopted Agreement"), amended as noted herein.

**2. TERM**

2.1 This Agreement shall be in force and become effective November 21, 2005, or the date of Commission approval, if required.

2.2 This Agreement shall have a termination date of August 25, 2007, which corresponds with the termination date of the Adopted Agreement.

**3. PARTIES**

3.1 Orlando Telephone Company, Inc. is hereby substituted in the Adopted Agreement for Smart City Solutions, LLC d/b/a Smart City Communications. Sprint shall remain as the other Party to the Agreement.

**4. GENERAL**

- 4.1 Other than as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 4.2 This Agreement, executed by authorized representatives of Sprint and CLEC, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

**5. NOTICES:**

- 5.1 Except as otherwise provided, all notices and communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, addressed as follows:

**To CLEC:**

Jerry Locke, President  
Orlando Telephone Company  
4558 S.W. 35<sup>th</sup> Street, Suite 100  
Orlando, FL 32811

**To Sprint:**

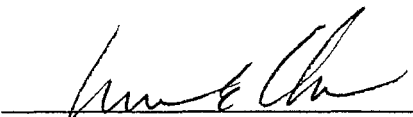
Director, Interconnection Management  
Sprint  
6000 Sprint Parkway  
Mailstop: KSOPHP0512-5A103  
Overland Park, KS 66251

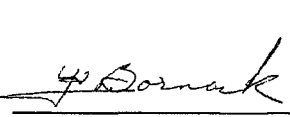
Senior Attorney  
Sprint LTD  
1313 Blairstone Rd.  
Tallahassee, FL 32301-3021

**IN WITNESS WHEREOF**, Sprint and CLEC have caused this Agreement to be executed by its duly respective authorized representatives.

**Sprint**

**CLEC**

By: 

By: 

Name: William E. Cheek

Name: Herb Bornack

Title: President, Wholesale Markets

Title: C. E. O.

Date: 11/22/05

Date: 11/21/05