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Regulatory Affairs

April 26, 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

> Approval of Interconnection, Unbundling, Collocation and Resale Re: Agreement with Smart City Solutions, LLC d/b/a Smart City

Communications

Dear Ms. Bayó:

Please find enclosed for approval and filing corrected sheet 6 of 181 of the Interconnection, Unbundling, Resale and Collocation Agreement between Sprint-Florida, Incorporated and Smart City Solutions, LLC d/b/a Smart City Communications that was filed on January 18, 2006 in Docket 060058. The revised sheet omits reference to State of New Jersey.

If you have any questions on this matter, please contact me at 850-599-1276.

Sincerely,

Nancy Schnitzer

cc: Lynn B. Hall

**Director-Contracts** 

**Smart City Communications** 3100 Bonnet Creek Road

P.O. Box 22856

Lake Buena Vista, FL 32830-2856

Jeff Bates, FPSC

Enclosure

## INTERCONNECTION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement (the "Agreement"), dated this 26th day of August, 2005 ("Effective Date"), is entered into by and between Smart City Solutions, LLC d/b/a Smart City Communications ("CLEC" or "Smart City Solutions, LLC"), a Florida limited liability company, and Sprint-Florida, Incorporated ("Sprint"), a Florida corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for CLEC's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, CLEC wishes to purchase Telecommunications Services for resale to others, and Sprint is willing to provide these services; and

WHEREAS, CLEC wishes to purchase unbundled network elements, ancillary services and functions and additional features ("Network Elements") for the provision of Telecommunications Services to others, and Sprint is willing to provide the Network Elements; 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 Commission; and

WHEREAS, the parties wish to replace any and all other prior agreements governing the provision of interconnection, collocation and resale services between the parties, written and oral, applicable to the state of Florida.

Now, therefore, in consideration of the terms and conditions contained in this Agreement, CLEC and Sprint hereby mutually agree as follows: