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April 2, 2007

Ms. Ann Cole  
Commission Clerk  
Office of Commission Clerk  
Florida Public Service Commission  
Capital Circle Office Center  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Docket No. 060663-TP  
Implementation of 811 NXX Code

Dear Ms. Cole:

Enclosed for filing on behalf of Smart City Telecommunications LLC d/b/a Smart City Telecom in the above referenced Docket, is a copy of the fully executed 811 Implementation Agreement with Sunshine State One-Call of Florida dated March 13, 2007, which was entered into in lieu of filing a tariff for same.

Should you have any questions, please contact me at (407) 828-6730.

Sincerely,

Lynn B. Hall  
Director – Contracts and Support Services

Enclosure

cc: Mark Sweet, SSOFC

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COMMISSION  
CLERK

DOCUMENT NUMBER-DATE

02918 APR-4 06

## 811 IMPLEMENTATION AGREEMENT

This Agreement between **Smart City Telecommunications LLC**, a Delaware limited liability company and incumbent Florida local exchange carrier doing business as Smart City Telecom ("**Telco**") and **Sunshine State One-Call of Florida** ("**SSOCOF**"), the one-call organization for the state of Florida, effective upon the latest date of execution of the Parties hereto ("**Effective Date**"), covers Telco's implementation of the 811 dialing code to be used for contacting Florida's one-call organization before excavating in the state of Florida.


1. The Parties hereto agree that the 811 dialing code was designated by the Federal Communications Commission ("**FCC**") as a result of the enactment of the Pipeline Safety Improvement Act of 2002, Pub. L. No. 107-355, s. 17, 116 Stat. 2985, 3008 (2002).
2. The Parties further agree that SSOCOF has notified Telco that when 811 is dialed in the Telco's service territory, it should be directed by the Telco's switch to SSOCOF's toll free number 800.432.4770, so that the call can reach the SSOCOF call center, as it does when the toll free number itself is dialed.
3. Telco agrees to modify its switch or switches so that callers can reach the SSOCOF call center without cost, by dialing 811.
4. SSOCOF agrees to pay Telco the amount of \$250.00 for each switch that Telco is required to modify to permit callers who dial 811 to reach the SSOCOF call center through the toll free number.
5. Telco agrees that it will withdraw any tariff it may have previously filed with the Florida Public Service Commission ("**FPSC**") that covers the provision of 811 Service.
6. Telco agrees that it will file a copy of this Agreement with the FPSC in lieu of filing a tariff for the provision of 811 Service.
7. SSOCOF will make payment to Telco upon being advised in writing by Telco that the required switch modifications have been made by Telco and that there is one (1) switch for which payment is due at the rate of \$250.00 per switch, for a total payment of \$250.00 ("**811 Implementation Fee**").
8. The term of this Agreement shall commence upon the Effective Date and expire upon payment in full by SSOCOF to Telco of the 811 Implementation Fee set forth above.

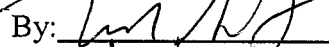
TELCO

SSOCOF

SMART CITY TELECOMMUNICATIONS  
LLC

SUNSHINE STATE ONE-CALL  
OF FLORIDA

By:   
Name: James T. Schumacher  
Title: Vice President - Finance  
Date: 3/9/07

By:   
Name: Mark Sweet  
Title: Executive Director  
Date: 3-13-07