

LAW OFFICES  
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A PROFESSIONAL ASSOCIATION

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FILE COPY

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January 29, 1997

Ms. Blanca Bayo, Director  
Division of Records and Reporting  
Room 110, Easley Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

**BY HAND DELIVERY**

Re: Vanguard's petition for arbitration with Sprint-Florida, Inc.  
Docket No. 970114-TP

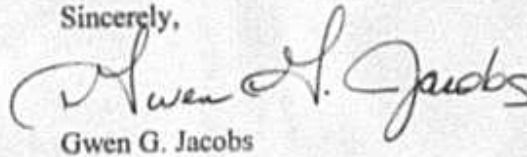
Dear Ms. Bayo:

Enclosed for filing are two pages, which were inadvertently omitted from Exhibit 5 of Vanguard's petition for arbitration with Sprint-Florida, Inc., filed January 24, 1997. Please attach the enclosed two pages to the end of Exhibit 5.

Please indicate receipt of this document by stamping the enclosed extra copy of this letter.

Thank you for your assistance in this matter.

Sincerely,



Gwen G. Jacobs

ACK \_\_\_\_\_

AFA \_\_\_\_\_

APP \_\_\_\_\_

CAF \_\_\_\_\_

CMU \_\_\_\_\_

Enclosures

CTR \_\_\_\_\_

cc: Parties of Record

EAG \_\_\_\_\_

\*\*\*\*\*GOWFORMERBAYO.LTR

LEG 2 \_\_\_\_\_

LIN 5 \_\_\_\_\_

OPC \_\_\_\_\_

RCH \_\_\_\_\_

SEC 1 \_\_\_\_\_

WAS \_\_\_\_\_

OTH \_\_\_\_\_

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written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

#### XVI. MISCELLANEOUS

- A. Governing Law** - The Parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State where the interconnection service is provided.
- B. Compliance With Laws** - Both Parties agree to comply with all applicable federal, state, and local laws, including, but not limited to the Communications Act of 1934 as amended.
- C. Notices** - All notices required or permitted to be given hereunder shall be in writing and shall be deemed to be effective as follows: (i) by hand on the date delivered; (ii) by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted; (iii) by facsimile transmission, on the date received in legible form (it being agreed that the burden of proof of receipt is on the sender and will not be met by a transmission report generated by the senders facsimile machine), or (iv) if sent by electronic messaging system, on the date that electronic message is received. Notices shall be given as follows:

If to Company:

If to Carrier:

Either Party may change its address or the person to receive notices by a notice given to the other Party in the manner set forth above.

- D. Good Faith** - The Parties agree to use their respective diligent and good faith efforts to fulfill all of their obligations under this agreement. The Parties recognize, however, that to effectuate all the purposes of the Agreement, it may be necessary either to enter into future agreements or to modify the Agreement, or both. In such event, the Parties agree to cooperate with each other in good faith. This Agreement may be modified by a written instrument only, executed by each Party hereto.
- E. Headings** - The headings in this Agreement are inserted for convenience and identification only and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement.
- F. Execution** - This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument.
- G. Benefit** - The Parties agree that this Agreement is for the sole benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, including any

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customer of either Party, and there are no third party beneficiaries to this Agreement or any part or specific provision of this Agreement.

- H. **Survivorship** - Sections XI, XIII, and XIV shall survive termination or expiration of this Agreement.
- I. **Entire Agreement** - This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, and proposals with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the Parties hereto have cause this Agreement to be executed by their respective duly authorized representatives.

**COMPANY**

**CARRIER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_