

Amendment 35
Om 12-23-08
✓
verizon No Action

Verizon Northwest Inc.

P.O. Box 1003
Everett, WA 98206-1003
Fax: 425-261-5262

November 10, 2008

Washington Utilities and
Transportation Commission
P.O. Box 47250
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504-7250

Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 372
Ref. Docket UT-051247

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OFFICE OF THE
DIRECTOR OF TRANSPORTATION

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Amendment 35 to the telecommunications services agreement between MCI Communications Services, Inc. and Verizon companies, including Verizon Northwest Inc. The footers notwithstanding, the companies are not requesting confidential treatment of this document.

Please call me at 425-261-5006 if you have any questions.

Very truly yours,



Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 35 to the telecommunications services agreement between MCI Communications Services, Inc. and Verizon companies, including Verizon Northwest Inc.

Richard E. Potter Date: 11/10/08

Richard E. Potter
Director
Verizon Northwest Inc.

AMENDMENT 35
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION INC.
AND
MCI COMMUNICATIONS SERVICES, INC.

This Amendment 35 to the Telecommunications Services Agreement (Contract No. TSA010302-1) (Agreement) by and between MCI Communications Services, Inc. d/b/a Verizon Business Services, a Delaware corporation, with offices at 6929 N. Lakewood Avenue, Tulsa, Oklahoma 74117 ("Provider"), and Verizon Services Organization Inc., a Delaware corporation, with offices at 6665 N. MacArthur Boulevard, Irving, Texas 75039 ("Customer") shall be effective on the date set forth below.

1. EFFECTIVE DATE

This Amendment 35 shall be effective upon full execution by both parties. Notwithstanding anything to the contrary contained in this Agreement, the term of this Agreement and the other terms and conditions hereof, are subject to applicable law and regulatory approval. Accordingly, although this Amendment is executed by both Parties, to the extent that any state statute, order, rule or regulation or any regulatory agency having competent jurisdiction over one or both parties to this Agreement, shall require that this Amendment or any subsequent amendment be filed with or approved by such regulatory agency before the amendment may be effective, the Amendment shall not be effective in such state until the first business day after such approval or filing shall have occurred.

2. REGULATORY APPROVAL

This Agreement is subject at all times to any statute, order, rule, or regulation or any state or regulatory agency having competent jurisdiction over one or both of the parties hereto or the services provide hereby. Verizon and Customer agree to cooperate with each other and with any applicable regulatory agency so that any and all necessary approvals may be obtained. During the term of this Agreement, the parties agree to continue to cooperate with each other in any review of this Agreement including subsequent amendments by a regulatory agency so that the benefits of this Agreement or such amendment may be achieved. If any such agency accepts this Agreement or any amendment in part and rejects it in part, or makes a material modification to the Agreement or amendment as a condition of its approval, either party may terminate the Agreement or Amendment in its entirety without penalty or liability.

3. DEDICATED INTERNET PRICING

Commencing with the Effective Date of this Amendment 35, Section 1 of Attachment C-13 (Dedicated Internet Pricing) (as restated in Amendment 15) will include the following Tables relative to the Service, Usage Level and respective monthly recurring charges shown.

Fast Ethernet Tiered (Port Only)	
Port Size	Monthly Recurring Charge
100 Mbps	\$4,018.00

Burstable Select GigE Service (Port Only)	
Usage Level	Monthly Recurring Charge
100 Mbps	\$3,993.30
150 Mbps	\$6,002.36

4. OTHER TERMS AND CONDITIONS

Except as specifically amended herein, the terms and conditions of the Agreement, including any Amendments thereto, shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF the parties have entered into this Amendment 35 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC.

VERIZON SERVICES ORGANIZATION INC.

Melissa Heffley
Signature

E-M. Ryan
Signature

Melissa Heffley
Print Name

Edward M. Ryan
Print Name

Man. Wholesale Contract Mgmt.
Title

Sr. Spl
Title

10-23-08
Date

10-6-08
Date