



Verizon Northwest Inc.

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Everett, WA 98206-1003  
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September 3, 2009

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. 408  
Ref. UT-051247

RECEIVED  
REGISTRATION MANAGEMENT  
2009 SEP - 8 AM 8:42  
STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

To whom it may concern:

Enclosed for the Commission's file are verified copies of Amendments 51 and 52 to a Telecommunications Services Agreement between MCI Communications Services, Inc. and Verizon Services organization Inc., on behalf of Verizon companies, including Verizon Northwest Inc. Amendment 51 adds US Domestic speeds and monthly recurring rates to Section 2 of Attachment C-21 for EF Real Time CAR. Amendment 52 updates the Domestic Audio Conferencing Services rates. The footer notwithstanding, the companies are not seeking confidential treatment of these documents.

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 are true copies of Amendments 51 and 52 to a Telecommunications Services Agreement between MCI Communications Services, Inc. and Verizon Services organization Inc., on behalf of Verizon companies, including Verizon Northwest Inc.

Richard E. Potter Date: 9.3.09

Richard E. Potter  
Director  
Verizon Northwest Inc.

AMENDMENT 51  
TO THE  
TELECOMMUNICATIONS SERVICES AGREEMENT  
BETWEEN  
VERIZON SERVICES ORGANIZATION INC.  
AND  
MCI COMMUNICATIONS SERVICES, INC.

This Amendment 51 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 51 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. AGREEMENT MODIFICATION

3.1 ADD the following US Domestic speeds and rates to Section 2 (EF Real Time CAR Monthly Recurring Charges) of Attachment C-21 (which Attachment C-21 was previously replaced in Amendment 46):

Speed	1.376 Mbps	6,000 Kbps	39.936 Mbps	40.256 Mbps
Rate	\$103	\$548	\$2,569	\$2,569

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 51 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC.

VERIZON SERVICES ORGANIZATION INC.

Catherine Hopiard  
Signature

Dan Yong  
Signature

Catherine Hopiard  
Print Name

Dan Yong  
Print Name

Mgr. Wholesale Contract Mgmt  
Title

Sr. Cst - Sourcing  
Title

8/26/09  
Date

8/10/09  
Date

AMENDMENT 52  
TO THE  
TELECOMMUNICATIONS SERVICES AGREEMENT  
BETWEEN  
VERIZON SERVICES ORGANIZATION INC.  
AND  
MCI COMMUNICATIONS SERVICES, INC.

This Amendment 52 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 52 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. NEW CONFERCING SERVICE RATES

Notwithstanding anything to the contrary contained in Section 45 to Exhibit C (as reflected in Amendment 26 and amended in Amendment 43), commencing as of August 21, 2009, the parties agree to substitute Subsections 45.1 of Exhibit C to read in its entirety as shown below.

45.1 Domestic Audio Conferencing Service:

Customer will pay the following rates per minute for domestic Audio Conferencing Service calls that originate and terminate in the U.S. Mainland,

Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands, with rounding to the next higher full minute. Charges for services other than Toll Meet Me are inclusive of both bridging and transport, unless otherwise noted below. Customer is responsible for all other charges associated with domestic Audio Conferencing at the then applicable rates set forth in the Guide.

Service Level / Access Type	Rate Per Minute
Unattended Toll Free Meet Me	\$0.0300
Unattended Toll Free Meet Me (bridging only)	\$0.0250
Unattended Voice Services Meet Me (bridging only)	\$0.0250
Instant Meeting Toll Free Meet Me / Dial Out	\$0.0300
Instant Meeting Toll Meet Me (bridging only)	\$0.0250
Instant Meeting Voice Services Meet Me (bridging only)	\$0.0250
Standard Dial Out	\$0.1800
Standard Toll Free Meet Me	\$0.1500
Standard Toll Meet Me (bridging only)	\$0.1300
Standard Voice Services Meet Me (bridging only)	\$0.1300
Premier Dial Out	\$0.2200
Premier Toll Free Meet Me	\$0.1900
Premier Toll Meet Me (bridging only)	\$0.1800
Premier Voice Services Meet Me (bridging only)	\$0.1800

4. OTHER TERMS AND CONDITIONS

Except as specifically amended herein, the terms and conditions of the Agreement, including any other 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 52 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC.

VERIZON SERVICES ORGANIZATION INC.

Catherine Hopiard  
Signature

Dan Yong  
Signature

Catherine Hopiard  
Print Name

Dan Yong  
Print Name

Mgr. Wholesale Contract Mgmt.  
Title

Sr. Consultant, Sourcing  
Title

8/26/09  
Date

8/24/09  
Date