Public Affairs, Policy & Communications

veri⁊on

1800 41st St., WA0105RA
Everett, WA 98201

August 6, 2009

Ms. Carole J. Washburn, Executive Secretary
Washington Utilities and
    Transportation Commission
Chandler Plaza Building
1300 S. Evergreen Park Drive SW
P. O. Box 47250
Olympia, Washington   98504

Dear Ms. Washburn:

Subject: **CONTRACT NO. 1401ICB (Docket UT-060810)**

Verizon Northwest Incorporated submits for filing Amendment No. 1 to an existing contract for Emergency Alerting and Conferencing Service. The customer is currently receiving this service under Contract No. 1321ICB, Docket No. UT-060810, effective 6/21/06 on a month to month basis for a term of three (3) years. The customer exercised the optional 60 day extension to extend the term of the agreement until August 20, 2009.

The purpose of Amendment No. 1 is to 1) extend the term of the agreement for sixty one (61) days, 2) add new language that applies to the extension term regarding Exclusion of all Warranties and Limitation of Liability with regards to the company's ability to support or maintain the service due to manufacturer discontinued equipment and 3) delete Section 5(e) (v) of Exhibit A to the Agreement relating to maintenance of the Service. The extension term will be utilized to try to identify another solution for the customer in order not to disrupt service. The amendment does not impact rates or other conditions of service.

Emergency Alerting and Conferencing Service provides the customer with the ability to instantly alert all parties connected to the Conferencing Bridge, and to accommodate quality voice teleconferencing to those parties participating in the wide area bridged conference. The system is designed to allow any conference member to initiate a conference by simply going off hook; at which time all other entities on the system will be alerted. Once answered, the other parties are automatically linked into the conference bridge. The service is offered under contract because it is not available under tariff.

The company requests this amendment be made effective on less than required notice with an effective date of August 21, 2009. The customer did not execute Amendment No. 1 timely which precluded the company filing it to be made effective in the normal statutory notice period of 30 days. Verizon requests an effective date of August 21, 2009 to insure the limited 61 day extension is effective prior to the date the current agreement expires, which is August 20, 2009.

Carole J. Washburn
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The LRN form is attached.

Verizon submitted the cost documentation required in Section 7 of WAC 480-80-142 under Contract No. 1321ICB noted above. Verizon considers the cost computations required under sub-section 7 (b) (iii) to be confidential and protected under the provisions of WAC 480-07-160 and under the exemption from disclosure requirements per the Public Records Act, Chapter 42.56 RCW. The company, for commercial reasons, may be harmed if this information is not treated by the Commission as confidential.

With regards to the contract, Verizon will comply with any applicable resale obligations required by RCW 80.36.170 and 80.36.180.

Please contact Lin Fogg at (425) 261-6380, if you have any questions on this filing.

Very truly yours,

Timothy J. McCallion
President-West Region
Public Affairs, Policy and Communications

Attachments
(2005-354623/2009-484949)

ESSENTIAL TERMS AND CONDITIONS

Contract No. 1401ICB   New ___   Renewal ___   Amendment __X__

Effective Date: August 21, 2009

Expiration Date: October 20, 2009

Duration of Contract: Sixty one days

Description of Service: Emergency Alerting and Conferencing Service provides the customer with the ability to instantly alert all parties connected to the Conferencing Bridge, and to accommodate quality voice teleconferencing to those parties participating in the wide area bridged conference.   The system is designed to allow any conference member to initiate a conference by simply going off hook; at which time all other entities on the system will be alerted. Once answered, the other parties are automatically linked into the conference bridge.

Number of Units: 1

Monthly Recurring Charge: $190.97

Non-Recurring Charge: Not applicable.

Termination Liability: Not applicable.

Locations: Kennewick Pasco, Richland

Contract No. 1401ICB   **New** ___   **Renewal** __   **Amendment** __X__

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7(b) (iii)

Demonstrate, at a minimum, that the contract charges cover the company's cost of providing the Service. Costs will be determined under a long-run incremental cost analysis, including as part of the incremental cost, the price charged by the offering company to other telecommunications Companies for any essential function used to provide the service, or any other commission-approved cost method.

This is an Amendment to extend the term of an existing agreement that provides Emergency Alerting and Conferencing Service for sixty one days. The confidential cost documentation submitted under Contract No. 1321ICB, Docket UT-060810 demonstrated the contract charges cover the Company's cost of providing the service.

Contract No. 1401ICB   **New** ____   **Renewal** ___   **Amendment** __**X**__

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7 (b) (iv)

Summarize the basis of the charge(s) proposed in the contract and explain the derivation of the proposed charge(s) including all cost computations involved.

The underlying costs of the individual component elements are identified in the confidential cost documentation filed under Contract No. 1321ICB, Docket UT-060810. See Exhibit A to the original contract document for the detailed list of services and rates subscribed to under the agreement.

Contract No. 1401ICB   **New** ____   **Renewal** ___   **Amendment** __**X**__

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7 (v)   Indicate the basis for using a contract rather than a filed tariff for the specific service involved.

The service is offered on a contract basis because it is not available under tariff.

Contract No. 1401ICB   **New** ___   **Renewal** ___   **Amendment** __X__

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(2) Duration of contract. All contracts shall be for a stated time period.

The contract term is sixty one days.