

UT-070371-AF
OM 5/16/08
verizon No Action

Verizon Northwest Inc.

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

April 14, 2008

Ms. Carole J. Washburn,
Executive Secretary
Washington Utilities and
Transportation Commission
P.O. Box 47250
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504-7250

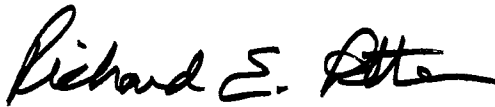
Subject: **AFFILIATED INTEREST AGREEMENT – ADVICE NO. 353**
Ref. Docket UT-070371

Dear Ms. Washburn:

Enclosed for the Commission's file are verified copies of First Attachment 4, and the First Supplemental Special Construction Addendum thereto, to a Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Wireless.

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

Very truly yours,



Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

RECEIVED
RECORDS MANAGEMENT
2008 APR 16 AM 8:38
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed are true copies of First Attachment 4, and the First Supplemental Special Construction Addendum thereto, to a Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Wireless.

Richard E. Potter Date: 4.14.08

Richard E. Potter
Director
Verizon Northwest Inc.

**FIRST AMENDMENT
TO ATTACHMENT 4 TO
THE
VERIZON PARTNER SOLUTIONS
MASTER SERVICES AGREEMENT**

This First Amendment (this "**Amendment No. 1**") to Attachment 4 (Description of Pricing and Services for Dedicated SONET Ring), dated as of November 28, 2007, to that certain Verizon Partner Solutions Master Services Agreement (the "**MSA**"), dated as of March 19, 2007, by and between Celco Partnership d/b/a Verizon Wireless ("**Customer**") and Verizon Services Corp., on behalf of the Verizon operating telephone companies identified on Attachment 1 thereto (individually and collectively, "**Verizon**") is made this 3 day of April, 2008, by and between Customer and Verizon. In the event of any conflict between the terms of the MSA or any applicable Attachment thereto and the terms of this Amendment No. 1, the terms of this Amendment No. 1 shall control. Capitalized terms not defined herein shall have the meaning ascribed to them in the MSA.

This Amendment No. 1 will be effective as of the "**Amendment No. 1 Effective Date**" shown below. The Amendment No. 1 Effective Date must be filled in and initialed by Verizon's Contract Management Department and will be established following the execution of this document by both parties.

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. SPECIAL PRICING.** As of the Amendment No. 1 Effective Date, Customer is eligible to order one Dedicated SONET Ring ("**DSR**") in Hillsboro, OR at the OC48 level at the rates described in Exhibit No. 1 attached hereto and made a part hereof, subject to the following terms and conditions: (i) this offer is for one (1) OC48 Dedicated SONET Ring with nodes (various ports will be provided off of the nodes) located at (a) Customer's location at 19950 NW TANASBOURNE DR, Hillsboro, OR, 97124 (HLBOOR38), (b) a Verizon central office at 8840 SW BURNHAM ST, Tigard, OR, 97223 (TGRDORXA), (c) a Verizon central office at 4155 SW CEDAR HILLS BLVD, Beaverton, OR, 97005 (BVTNORXB), and (d) a Verizon central office at 276 SE 9TH AVE Hillsboro, OR, 97123 (HLBOORXB), (ii) the Service will be subject to a thirty-six (36) month term, and (iii) upon expiration of the thirty-six (36) month term, the Service shall automatically be extended on a month-to-month basis at the 3-Year rates described in the Exhibit No.1 attached hereto, subject to termination by either party upon 30 days written notice.

With the exception of the specific rate elements identified in Exhibit 1 attached hereto, all other rates and charges for the DSR Service specified above in this Section 1 are as set forth in Attachment 4 to the MSA.

- 2. OTHER TERMS AND CONDITIONS.** Except as specifically amended hereby, all other rates, charges, terms, and conditions of Attachment 4 to the MSA shall remain in full force and effect.
- 3. COUNTERPARTS.** This Amendment No. 1 may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties have entered into this Amendment No. 1 as of the day and year first hereinabove written.

Cellco Partnership d/b/a Verizon Wireless

Verizon Services Corp., on behalf of
the Verizon Operating Telephone Companies
identified below

By: Keith A. Surratt

By: Melissa Hefley

Printed: Keith A. Surratt

Printed: Melissa Hefley

Title: West Area Vice President Network

Title: Manager, Contract Mgmt.

Date: 3/21/08

Date: 4-3-08

Verizon Operating Telephone Companies:

- Verizon California Inc.
- Verizon West Coast, Inc.
- Verizon New York Inc.
- Verizon Delaware LLC
- Verizon Washington, DC Inc.
- Verizon Florida LLC
- Verizon Northwest Inc.
- Verizon North Inc., Verizon South Inc.
- Verizon North Inc., Contel of the South Inc.
- Verizon New England Inc.
- Verizon Maryland Inc.
- Verizon New England Inc.
- Verizon New Jersey Inc.
- Verizon Pennsylvania Inc.
- Verizon South Inc.
- GTE Southwest Incorporated, d/b/a Verizon Southwest Inc.
- Verizon Virginia Inc.

AMENDMENT NO. 1 EFFECTIVE DATE:

April 3, 2008

(to be filled in by Verizon)

Verizon's Initials JYM

Exhibit 1
Amendment 1 to Attachment 4
Dedicated SONET Ring (DSR)
Special Rates and Charges

Charges	Term	Quantity	Unit MRC	Total MRC	USOC
Node OC48	3-Year	4	\$2,304.00	\$9,216.00	SSLB3
Mileage OC 48	3-Year	28	\$351.00	\$9,828.00	1A7CS
OC12 Port	3-Year	4	\$642.00	\$2,568.00	SPRI5

FIRST SUPPLEMENTAL SPECIAL CONSTRUCTION ADDENDUM
TO Attachment 4 TO
THE
VERIZON PARTNER SOLUTIONS
MASTER SERVICES AGREEMENT

This First Supplemental Special Construction Addendum (this "First SSCA") to Attachment 4 dated as of November 28, 2007, to that certain Partner Solutions Master Services Agreement (the "MSA"), dated as of March 19, 2007, in each case by and among Celco Partnership d/b/a Verizon Wireless (Customer) and Verizon Services Corp., on behalf of the operating telephone companies set forth on Attachment 1 to the MSA, is entered into by and between Customer and Verizon Northwest Inc. ("Verizon") as of the date of the last signature of a Party hereto. In the event of any conflict between the terms of the MSA or any Attachment or amendment thereto, and the terms of this First SSCA, the terms of this First SSCA shall control. Capitalized terms not defined herein shall have the meaning ascribed to them in the MSA or Attachment 4, as applicable.

WHEREAS, Customer desires that Verizon provide special construction (the "Special Construction Service") as described below; and

WHEREAS, Verizon is willing to do so in accordance with the terms of this First SSCA;

NOW, THEREFORE, in consideration of the mutual promises which follow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows.

This First SSCA will be effective as of the "First SSCA Effective Date" shown below. The First SSCA must be filled in and initialed by Verizon's Contract Management Department and will be established following the execution of this document by both parties.

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subject to the terms and conditions of this First SSCA, Verizon will provide the following to Customer:

The Service is for new facilities to connect Customer's location at 19950 NW Tanasbourne, OR to Verizon's Hillsboro, OR central office.

Customer shall be responsible for providing to Verizon (or its authorized agents or representatives) at no cost the following:

- Adequate and secure space and power for Verizon's equipment, including a backboard for necessary electronics.
- An isolated power outlet and an adequate grounding location.
- Access to all sites as required by Verizon personnel, agents, or representatives.
- Customer's agents or representatives who are present at the location where the Special Construction Services are being performed. Customer shall provide contact information to Verizon for such Customer agents and representatives. If Customer does not provide to Verizon such contact information, or if such Customer's agents

- or representatives are not available when required by Verizon, and Verizon incurs any additional costs in performing the Special Construction Services as a result thereof, such additional costs will be the responsibility of the Customer.
- Placement of conduit for Verizon's fiber from Customer's property line to the demarcation point located on the Customer's premises. Such conduit is in addition to any conduits provided by Verizon as part of the Special Construction Services under this Agreement, which shall be owned by Verizon. If Customer desires this circuit terminate at a location other than the main demarcation point, and Verizon agrees in writing to such request, then Customer must provide a pathway and conduit from the proposed location for termination of the circuit and the main demarcation point.
 - Securing any and all easements, rights of way, permits, building entrances, and other consents from third parties that are necessary or otherwise required (as determined by Verizon) for Verizon to provide the Special Construction Services.
2. Customer shall pay Verizon a one-time charge of \$9,086.90 for the Special Construction Services. Additional charges may apply if this request is altered or modified in any way, or if the scope of work is different from that for which the one-time charge was determined, or if work is required to be performed other than during Verizon's normal business hours, and such work is requested by Customer. Special construction charges and liabilities will be developed based on estimated costs, except when actual costs are requested in writing prior to the start of special construction. Any additional charges will be subject to an amendment to this Agreement.
 3. If Customer terminates this First SSCA subsequent to the execution of this First SSCA by the Parties, for its convenience and without cause, Customer shall pay to Verizon all costs incurred by Verizon, directly or indirectly, in connection with the Special Construction Services up to and including the date written notice of cancellation is received by Verizon in accordance with the notice provisions of the MSA. If Customer terminates this First SSCA, for its convenience and without cause, following completion of Special Construction Services, Customer shall pay to Verizon the one-time charge set forth above in Section 2.
 4. The one-time charge set out above does not include any applicable local, state, or federal fees, taxes, required surcharges or other applicable tariff charges.
 5. The one-time charge set out above is valid only if Customer executes and returns this First SSCA to Verizon by March 22, 2008. If Verizon does not receive the signed First SSCA by this date, this Special Construction Service offering shall be cancelled and the First SSCA withdrawn and cancelled effective March 23, 2008.
 6. Except as supplemented hereby, all other rates, charges, terms, and conditions of the MSA and the applicable Attachments thereto shall remain in full force and effect.
 7. This First SSCA may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties have entered into this First SSCA as of the day and year first hereinabove.

Cellco Partnership d/b/a Verizon Wireless

By: *Keith A. Surratt*
Printed: Keith A. Surratt
Title: West Area Vice President - Network
Date: 3/21/08

Verizon Northwest Inc.

By: *Brent Hampton*
Printed: Brent Hampton
Title: Director - Contract Management
Date: 4-3-08

First SSCA EFFECTIVE DATE:

4-3-08

(to be filled in by Verizon)

Verizon's Initials MH