



Verizon Northwest Inc.

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April 16, 2009

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

2009 APR 20 AM 8:01
RECEIVED
UTILITY AND TRANSP
COMMISSION

Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 385
Ref. UT-030483

To whom it may concern:

Enclosed for the Commission's file is a verified copy of the Thirty-Fourth Addendum to the National Agent Agreement between Verizon Services Corporation (VSC), on behalf of Verizon telephone operating companies, including and Verizon Northwest Inc., and Verizon Wireless. Also enclosed is an Assignment and Assumption Agreement, which substitutes Verizon Corporate Services Group for VSC due to an internal administrative change.

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 the Thirty-Fourth Addendum to the National Agent Agreement between Verizon Services Corporation (VSC), on behalf of Verizon telephone operating companies, including and Verizon Northwest Inc., and Verizon Wireless, and a true copy of an Assignment and Assumption Agreement.

Richard E. Potter Date: 4.16.09

Richard E. Potter
Director
Verizon Northwest Inc.

**THIRTY-FOURTH ADDENDUM
TO
NATIONAL AGENT AGREEMENT**

This Addendum Number 34 (the "Addendum") is made and entered into between Cellico Partnership, a Delaware General Partnership doing business as Verizon Wireless (hereinafter "Verizon Wireless") and Verizon Services Corporation (hereinafter "Agent") in order to amend the National Agent Agreement, dated March 1, 1996, (the "Agreement") as amended. Verizon Wireless and Agent may be referred to collectively as the "Parties," and singularly as a "Party."

1. Agent shall use the Datascape Services as set forth in Addendum Twenty-Eight in conjunction with the acceptance of payments from Post paid Subscribers; and all the terms and conditions relating to the use of the Datascape Services and the withdrawal of funds from Agent's account shall apply to the acceptance of such payments except as stated herein.
2. Verizon Wireless authorizes Agent's using the Datascape Services to accept payments from Post Paid Subscribers. The payments will be applied to the Subscribers Post Paid accounts by processing electronic messages from Agent's Location to a designated billing platform.
3. The minimum Post Paid bill payment transaction amount permitted per Subscriber is One Cent (\$0.01) and the maximum transaction amount is Nine Thousand, Nine Hundred, Ninety-Nine Dollars and Ninety-Nine Cents (\$9,999.99).
4. Agent shall accept cash payments from Subscribers. Agent may accept other methods of payments in Agent's sole discretion. Agent will be solely responsible for any returns, charge backs, losses, collection efforts and fees, associated with such payments.
5. Agent's payment transaction data will be sent to Datascape's server and once a transaction is processed, a record will be stored in Datascape's transaction database and receipt data will be returned to the Agent's terminal that generated the payment. Agent shall give the Subscriber the receipt generated by Datascape which shall reflect the bill payment amount.
6. Except for approved Verizon Wireless payment correction requests sent by Agent in writing or sent electronically through a Datascape application and voided transactions immediately following the initial transaction and prior to the Subscriber leaving the Location, no voids, refunds or credits will be allowed.
7. Agent shall be eligible to receive compensation for acceptance/processing of Post Paid bill payments from Verizon Wireless Subscribers equal to the market compensation rate paid to other Verizon Wireless Agents (currently Two Dollars and Twenty-Five Cents [\$2.25]). Agent shall submit a monthly invoice to Verizon Wireless' Treasury Department Financial Banking and Treasury Service, Attention: Mr. Timothy Whitridge, Two Verizon Place, Mail Code GA2A2REV, Alpharetta, Georgia 30004 payable in net thirty (30) days.

In the event Agent determines that its costs to process the Post Paid bill payments exceeds the compensation paid by Verizon Wireless, Agent may, upon thirty (30) days notice, cancel its participation in the program.
8. Once Agent has accepted a payment from a Subscriber, Agent guarantees payment to Verizon Wireless for the cash value of the bill payment received from the Subscriber.
9. Agent's bank account will be debited via automated clearinghouse ("ACH") transfer on the second banking day following the date that the transaction has been processed by the Agent. The amount debited will be one hundred percent (100%) of the bill payments received by Agent.

10. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties authorized representatives have executed and delivered this Agreement on the day and year written below.

Date: 4/6/09

Assignor: Verizon Services Corporation
By: H. Malinowski
NAME: Manager
TITLE: H. MALINOWSKI

Date: 4/06/09

Assignee: Verizon Corporate Services Group, Inc.
By: H. Malinowski
NAME: H. MALINOWSKI
TITLE: Manager

Date: 4/06/09

Cellco Partnership
dba Verizon Wireless
By: John Colaiuti
NAME: Johns Colaiuti
TITLE: VP

**ASSIGNMENT AND ASSUMPTION
AGREEMENT**

This Assignment and Assumption Agreement (the "Agreement") is made and entered into by and between Verizon Services Corporation ("Assignor") and Verizon Corporate Services Group, Inc. ("Assignee"), and Celco Partnership, doing business as Verizon Wireless ("Verizon Wireless").

Whereas Assignor, on March 1, 1996, entered into a National Agent Agreement with Verizon Wireless, to offer Cellular Telephone Service in the Territory upon the terms set forth in the original National Agency Agreement as amended; and

Whereas the National Agent Agreement is by its terms assignable only with the written consent of Verizon Wireless, the performance of the duties thereunder delegable only with the written consent of Verizon Wireless, and the Assignee desires to acquire the rights and is willing to perform the duties of Assignor thereunder;

Now therefore, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of its right, title, and interest in the National Agent Agreement with Verizon Wireless dated March 1, 1996 (Verizon Wireless Contract No.740-00-0065).
2. Performance of Duties. Assignee hereby assumes and agrees to perform and carry out all of Assignor's duties and obligations arising under the National Agency Agreement.
3. All terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.
4. Assignor waives any claims and rights against Verizon Wireless that it now has or may have in the future in connection with the National Agent Agreement.
5. Assignor agrees to pay Verizon Wireless all outstanding balances for chargebacks and sales of Prepay Service through the Datascape System and Postpay bill payments received from Verizon Wireless Subscribers and processed by Assignor through the Datascape System as of the Effective Date of this Agreement, and Assignee agrees to pay Verizon Wireless all monies due for chargebacks, sales of Prepay Services through the Datascape System and Postpay bill payments received from Verizon Wireless Subscribers and processed by Assignor through the Datascape System after such date.
6. Assignor guarantees payment by Assignee of all liabilities and performance by Assignee of all obligations assumed by Assignee.
7. Verizon Wireless hereby consents to the within assignment.
8. This Agreement shall be governed by the law of the State of New York without reference to its conflict of law rules. All actions under this Agreement shall be brought in a court of competent subject matter jurisdiction in New York and both parties agree to accept the personal jurisdiction of such court.
9. This Agreement shall be effective when executed by all parties ("Effective Date").

10. Agent authorizes Verizon Wireless to withdraw funds from Agent's bank account and shall provide correct bank information to Datascape and Verizon Wireless in order for Verizon Wireless' bank, Wachovia Bank to perform the daily ACH settlement. Datascape will transmit an ACH settlement file ("Settlement File") every business day to Wachovia Bank for the settlement and reconciliation of funds received from participating Agent Locations.

11. Each business day, on or before 6:00 AM CST, Datascape will forward, in accordance with Agent's instructions and format requirements, a data file detailing the total amount of Post Paid bill payments and Post Paid bill payment refunds for the previous day and for the month to date. The ACH transfer amount should match the Datascape daily data file. Agent shall notify Verizon Wireless and Datascape if it has not received the daily data file.

On a daily basis, Agent will compare its information against the Datascape daily data file and the Datascape ACH Settlement File, provided in accordance with Addendum 28, to verify they balance. Agent shall immediately report any discrepancies to the Verizon Wireless Treasury Department Electronic Payment Support Group.

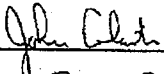
12. To the extent that any state statute, order, rule or regulation or any regulatory agency having competent jurisdiction over one or both Parties to the Agreement requires that the Agreement, this Addendum or any subsequent addendum filed with or approved by such regulatory agency before the Agreement or this Addendum may be effective, the Agreement or this Addendum shall not be effective in such state until the first business day after such approval or filing shall have occurred.

13. All other terms and conditions contained in the Agreement and Addendum 28 not specifically modified herein shall remain in full force and effect.

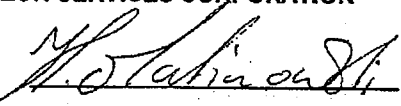
14. This Addendum shall be effective January 1, 2009 when executed by the Parties.

IN WITNESS WHEREOF, the Parties authorized representatives have executed and delivered this Thirty-Fourth Addendum to the Agreement on the day and year written below.

CELLCO PARTNERSHIP
dba Verizon Wireless

By: 
Name: John Colantuono
Title: VP
Date: 4/6/09

VERIZON SERVICES CORPORATION

By: 
Name: H. MALINOWSKI
Title: Manager
Date: 4/6/09