



Verizon Northwest Inc.

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June 26, 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. 402
Ref. UT-021214

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Amendment 20 to the Agreement for Purchases of Services between Cellco Partnership, doing business as Verizon Wireless, and Verizon Services Corp., including Verizon Northwest Inc. The footer notwithstanding, the companies are not seeking confidential treatment of this document.

Please call me at 360-536-5062 if you have any questions.

Very truly yours,

A handwritten signature in cursive script that reads "Sumeer Singla".

Sumeer Singla
Director
Public Affairs, Policy & Communications

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 46 to a Telecommunications Service Agreement between Verizon Services Organization Inc., on behalf of Verizon telephone operating companies, including Verizon Northwest Inc., and MCI Communications, Inc.

Sumeer Singla Date: 6/26/09

Sumeer Singla
Director
Verizon Northwest Inc.

AMENDMENT NO. 20

This Amendment No. 20 (the "Amendment") is made and entered into by and between Verizon Corporate Services Group Inc. ("Customer") and Cellco Partnership, doing business as Verizon Wireless ("Verizon Wireless"), for attachment to that certain Agreement for the Purchases of Services (Contract No. BA 17132), executed on February 3, 1999, as amended, (the "Agreement").

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.
2. The paragraph entitled **Field Force Manager** in the Verizon Wireless Calling Plan Optional Features section of Amendment 18 is hereby amended by deleting the sentence that reads "When purchasing the Field Force Manager feature, Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons." and replacing it with this sentence: "By subscribing to and/or using this service you agree, represent and warrant that all disclosures to individuals in possession of the devices being tracked and/or monitored will be made as required by applicable law, regulation or policy (including but not limited to those relating to individual privacy rights)."
3. The following regulatory language is hereby added to the Agreement as a new Section 59:
 - a) The Agreement is subject at all times to any statute, order, rule or regulation of any state or federal regulatory agency having competent jurisdiction over one or both of the parties hereto or the services provided hereby. Verizon Corporate Services Group Inc. and Cellco Partnership d/b/a Verizon Wireless 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 the Agreement, the parties agree to continue to cooperate with each other in any review of this Agreement by a regulatory agency so that the benefits of the Agreement may be achieved. If any such agency accepts the Agreement in part and rejects it in part, or makes a material modification to the Agreement as a condition of its approval, either party may terminate the Agreement in its entirety without penalty or liability (except for accrued charges due and owing Verizon Wireless as of the effective termination date).
 - b) Notwithstanding any other Section of the Agreement to the contrary, the term of the Agreement and the other terms and conditions of the Agreement, are subject to applicable law and regulatory approval. Accordingly, although the Agreement 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 the Agreement or subsequent amendments may be effective, the Agreement or amendment shall not be effective in such state until the first business day after such approval or filing shall have occurred.
4. A new schedule "Additional Pricing Offers" is hereby added to the Agreement in the form attached hereto.
5. This Amendment shall be effective when executed by both Parties.
6. All provisions of the Agreement, including attachments thereto, not addressed by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the Parties affix their signatures to this Amendment.

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS:**

By: David Small

Name: David Small

Title: Area President

Date: 6/3/09

**VERIZON CORPORATE SERVICES GROUP
INC.:**

By: H. Malinowski

Name: H. MALINOWSKI

Title: MANAGER STRATEGIC SOURCING

Date: 6/08/09

Additional Pricing Offers

7.50 VZ Navigator Domestic Offer: During the initial term of the Agreement, Customer's Corporate Subscribers, with a twelve (12) month or twenty-four (24) month Line Term, on an eligible voice calling plan with a monthly access fee of \$34.99 or higher, are eligible to receive the VZ Navigator domestic feature for the monthly access fee of \$7.50. Should customer fail to achieve a minimum of 1,000 corporate lines, Verizon Wireless reserves the right to migrate subscribers to the \$9.99 VZ Navigator domestic feature. This offer cannot be combined with other equipment or service discount promotions, programs or credits.