



Verizon Northwest Inc.

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February 23, 2009

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

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2009 FEB 25 AM 8:02
UTIL AND TRANSP
COMMISSION

Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 381
Ref. Docket UT-061254

To whom it may concern:

Enclosed for the Commission's file is a verified copy of the 16th Amendment to a Master Services Agreement between Verizon telephone operating companies, including and Verizon Northwest Inc., and Verizon Business companies. The footer on the first page notwithstanding, the companies are not requesting confidential treatment.

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 16th Amendment to a Master Services Agreement between Verizon telephone operating companies, including and Verizon Northwest Inc., and Verizon Business companies.

Richard E. Potter Date: 2/23/09

Richard E. Potter
Director
Verizon Northwest Inc.

**AMENDMENT NO. 16 TO
MASTER SERVICES AGREEMENT**

THIS AMENDMENT NO. 16 (“Amendment 16”) to the Master Services Agreement, (the “**Agreement**”), is effective as of the last date of signature by a Party (“**Amendment 16 Effective Date**”), and is entered into by and among Verizon Services Corp., on behalf of the Verizon telephone operating companies set forth in Exhibit A to the Agreement (individually or collectively, “**Verizon**”), and Verizon Business Financial Management Corp., on behalf of the Verizon Business entities set forth in Exhibit A to the Agreement (individually or collectively “**Verizon Business**”). Verizon and Verizon Business are sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, the Parties entered into the Agreement effective July 24, 2006; and amended the Agreement to add Data Center Collocation services by Amendment 8 and Service Schedule 008; and

WHEREAS, the Parties added Verizon Global Networks Inc. as a Party to the Agreement solely for the purposes of Amendment 8 and therefore also for this Amendment 16; and

WHEREAS, the Parties desire to amend Service Schedule 008 as set forth in this Amendment 16.

NOW, THEREFORE, in consideration of the mutual promises that follow, the Parties, intending to be legally bound hereby, agree as follows:

1. That the last line of Section I (“General”) of Service Schedule 008 is revised by deleting the phrase “by Amendment No. 8 to the Agreement (“Amendment 8”)” after the phrase “the Agreement, as amended.”
2. That section II (“Description of Service”) of Service Schedule 008 is replaced in its entirety with the following:

“II. Description of Service

The purpose of this Service Schedule 008 is to provide Verizon ILECs the capability to collocate a Node of an Optical Services Ring at a Verizon Business Point of Presence to facilitate cross connection of an ILEC customer’s SONET Ring and DWDM Services with a GNI or Verizon Business network service. This facility will be made available to customers with either (i) ILEC Dedicated SONET Rings (DSR), (ii) Integrated Optical Transport Service (IOTS), or (iii) Integrated Optical Service (IOS). Verizon will sign and submit Order Forms for Data Center Collocation services on forms provided or otherwise approved by Verizon Business. Approval and verification of each order will be executed through the standard Data Center Collocation (DCC) procedures in effect at the


time of the order. In the event of any conflict between the terms of an Order Form and the terms of the Agreement or Service Schedule 008, the terms of the Agreement and Service Schedule 008 shall control.”

3. That the additional pricing set forth in the attached Exhibit 1, specific to a one-time order for Service at the 7400 Infantry Ridge Rd., Manassas, VA location, is added at the end of Section III (“Compensation”) of Service Schedule 008.
4. Except as amended hereby, all other rates, terms, and conditions of the Agreement and Service Schedule 008 shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and the terms of this Amendment 16, the terms of this Amendment 16 shall control.
5. This Amendment 16 may be executed in counterparts and by facsimile signature, each of which shall be an original, but all of which shall together constitute one and the same document.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment 16 to be duly executed by their authorized representatives effective as of the day and year last written below.

Verizon Services Corp.

Verizon Business Financial
Management Corp.

By: 

By: _____

Name: David J. Goldhirsch

Name:

Title: Director – Wholesale Contract
Management

Title:

Date: 2/17/09

Date: _____

Verizon Global Networks Inc.

By: _____

Name:

Title:

Date: _____

time of the order. In the event of any conflict between the terms of an Order Form and the terms of the Agreement or Service Schedule 008, the terms of the Agreement and Service Schedule 008 shall control.”

3. That the additional pricing set forth in the attached Exhibit 1, specific to a one-time order for Service at the 7400 Infantry Ridge Rd., Manassas, VA location, is added at the end of Section III (“Compensation”) of Service Schedule 008.
4. Except as amended hereby, all other rates, terms, and conditions of the Agreement and Service Schedule 008 shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and the terms of this Amendment 16, the terms of this Amendment 16 shall control.
5. This Amendment 16 may be executed in counterparts and by facsimile signature, each of which shall be an original, but all of which shall together constitute one and the same document.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment 16 to be duly executed by their authorized representatives effective as of the day and year last written below.

Verizon Services Corp.

Verizon Business Financial
Management Corp.

By: _____

By:  _____

Name: David J. Goldhirsch

Name: **Peter H. Reynolds**

Title: Director – Wholesale Contract
Management

Title: *Director*

Date: _____

Date: *Feb 18, 2009* _____

Verizon Global Networks Inc.

By:  _____

Name: **Peter H. Reynolds**

Title: *Director*

Date: *Feb 18, 2009* _____

Single Order Pricing for Manassas Collocation (power and space costs only)

Location:	7400 Infantry Ridge Rd., Manassas, VA
Total MRC:	\$6,120.00
Total NRC:	\$14,584.00

Details for Total Quote:

Power	Monthly Fee		Quantity	Total MRC
Cabinet - Standard 20 Amp 110 Volt power or 30 Amp DC power will be provided with each Cabinet Space and with each Cabinet.	\$725		2	\$1,450
Customers may purchase up to the number of cabinets indicated below based on amount of bandwidth purchased.				
Bandwidth Purchased	Number of Cabinets			
1 Mbps	1			
Each Additional 1 Mbps	1			
Cabinet Power Upgrades (Non-discountable or Waivable)				
Power	Monthly Charge	Install Fee	Quantity	Total MRC
DC Power				
Additional 30 Amp	\$660	\$1,000	1	\$660
ICB Additional 40 Amp	\$910	\$1,000	1	\$910
ICB Additional 70 Amp	\$1,550	\$1,000	2	\$3,100
Additional ICB Pricing				
Description:			Quantity	Total NRC
NRC:			1	\$ 10,584.00