



1800 41st St., WA0105RA  
Everett, WA 98201

June 18, 2009

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

2009 JUN 19 AM 9:56  
STATE OF WASHINGTON  
UTILITY AND TRANSPORTATION  
COMMISSION

**Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 397  
Ref. Docket UT-061254**

To whom it may concern:

Enclosed for the Commission's file is a verified copy of the 17<sup>th</sup> Amendment to a Master Services Agreement between Verizon Business Network Services Inc. (on behalf of MCI Communications Services, Inc.) and Verizon Services Corp. (on behalf of the Verizon Telephone operating companies set forth in Exhibit A to the Agreement) including and Verizon Northwest Inc., and various affiliates.

Please call me at 425-261-6380 if there are questions related to this filing.

Very truly yours,

A handwritten signature in black ink that reads "Linda Fogg". The signature is fluid and cursive, with the first name being more prominent.

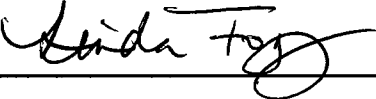
Linda Fogg  
External Affairs Manager  
Public Affairs, Policy & Communications

LF/lf

Enclosure

## VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed are true copies of the 17<sup>st</sup> Amendment to the Master Services Agreement between Verizon Business Network Services Inc. (on behalf of MCI Communications Services, Inc.) and Verizon Services Corp. (on behalf of the Verizon Telephone operating companies set forth in Exhibit A to the Agreement) including and Verizon Northwest Inc., and various affiliates.

 Date: 6/18/09

Linda Fogg  
External Affairs Manager  
Verizon Northwest Inc.

EXECUTION COPY

AMENDMENT NO. 17 TO MASTER SERVICES  
AGREEMENT FOR SYSTEM USE

THIS AMENDMENT NO. 17 ("Amendment 17") to the Master Services Agreement, (the "Agreement"), is entered into as of the last date of signature by a Party 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 Network Services Inc., on behalf of MCI Communications Services, Inc. ("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;

WHEREAS, the Parties desire to add the attached Service Schedule 015 to the Agreement;

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

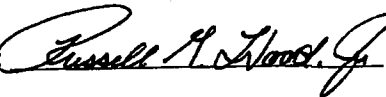
1. Service Schedule 015 is added to the Agreement.
2. This Amendment is effective January 1, 2009 and terminates December 31, 2015.
3. The compensation specified in Service Schedule 015 is subject to adjustment as necessary to satisfy applicable laws, rules, regulations and orders.
4. Except as amended hereby, all other rates, terms, and conditions of the Agreement remain in full force and effect.
5. This Amendment 17 may be executed in counterparts and by facsimile signature, each of which is considered an original, but all of which together constitute one and the same document.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by its authorized representative.

Verizon Services Corp. (on behalf of the  
Verizon telephone operating companies  
set forth in Exhibit A to the Agreement)

Verizon Business Network Services Inc.  
(on behalf of MCI Communications Services, Inc.)

By: \_\_\_\_\_

By: 

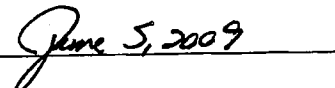
Name: David Goldhirsch

Name: Russell Wood

Title: Director – Wholesale Contract  
Management

Title: Assistant Secretary

Date: \_\_\_\_\_

Date: 

**EXECUTION COPY**

**AMENDMENT NO. 17 TO MASTER SERVICES  
AGREEMENT FOR SYSTEM USE**

**THIS AMENDMENT NO. 17** ("**Amendment 17**") to the Master Services Agreement, (the "**Agreement**"), is entered into as of the last date of signature by a Party 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 Network Services Inc., on behalf of MCI Communications Services, Inc. ("**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;

**WHEREAS**, the Parties desire to add the attached Service Schedule 015 to the Agreement;

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

1. Service Schedule 015 is added to the Agreement.
2. This Amendment is effective January 1, 2009 and terminates December 31, 2015.
3. The compensation specified in Service Schedule 015 is subject to adjustment as necessary to satisfy applicable laws, rules, regulations and orders.
4. Except as amended hereby, all other rates, terms, and conditions of the Agreement remain in full force and effect.
5. This Amendment 17 may be executed in counterparts and by facsimile signature, each of which is considered an original, but all of which together constitute one and the same document.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed by its authorized representative.

Verizon Services Corp. (on behalf of the  
Verizon telephone operating companies  
set forth in **Exhibit A** to the Agreement)

Verizon Business Network Services Inc.  
(on behalf of MCI Communications Services, Inc.)

By: 

By: \_\_\_\_\_

Name: David Goldhirsch

Name: Russell Wood

Title: Director – Wholesale Contract  
Management

Title: Assistant Secretary

Date: 6/9/09

Date: \_\_\_\_\_

**SERVICE SCHEDULE FOR USE OF CERTAIN ILEC SYSTEMS**

**SERVICE**

Approximately 50 Verizon Business Managers in MCI Communications Services, Inc. responsible for field operations will be given access to and use of certain ILEC-owned Human Resources and Labor Relations software systems ("Systems"), in substantially the same manner and to the same extent as comparable ILEC managers, in order to continue to manage approximately 600 employees performing field operations for MCI Communications Services, Inc. who have been moved from the Verizon Business business unit to the Verizon Telecom business unit.

**PRICING**

Compensation to be paid annually by MCI Communications Services, Inc. to Verizon North Inc. for use of the above-referenced Systems:

Human Resources and Labor Relations System Use Annual Cost

	2009	2010	2011	2012	2013	2014	2015
Annual Cost	\$19,982	\$16,642	\$11,719	\$8,717	\$6,426	\$4,194	\$2,919