

Amendment 24
UT-061254-AF
om-7/15/10
No Action
verizon

Verizon Northwest Inc.

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

May 25, 2010

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

2010 MAY 23 PM 1:01
COMMUNICATIONS SECTION
WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 426
Ref: Docket No. UT-061254

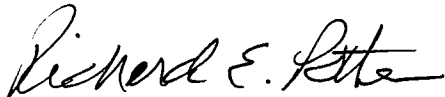
To whom it may concern:

Enclosed for the Commission's file is a verified copy of Amendment 24 to a Master Services Agreement between Verizon Services Corp., on behalf of Verizon companies including Verizon Northwest Inc., and Verizon Business. The amendment adds Service Schedule 022, under which Verizon Business personnel may provide local switch traffic management services.

The footer notwithstanding, the companies are not seeking confidential treatment of this document.

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 Amendment 24 to a Master Services Agreement between Verizon Services Corp., on behalf of Verizon companies including Verizon Northwest Inc., and Verizon Business.

Richard E. Potter Date: 5-25-10

Richard E. Potter
Director
Verizon Northwest Inc.

EXECUTION COPY

**AMENDMENT NO. 24 TO MASTER SERVICES
AGREEMENT FOR LOCAL SWITCH TRAFFIC MANAGEMENT**

THIS AMENDMENT NO. 24 (“Amendment 24”) to the Master Services Agreement (the “Agreement”) is effective as of the last date of signature by a Party (“Amendment 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 Network Services Inc., on behalf of its applicable affiliated 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

WHEREAS, Verizon Business, via one or more of its affiliated entities (“VzB”), desires to provide certain local switch traffic management services to Verizon (“VzB Traffic Management Services”) and Verizon desires to obtain VzB Traffic Management Services from VzB;

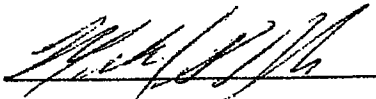
NOW, THEREFORE, in consideration of the mutual promises that follow, the Parties, intending to be legally bound hereby, agree as follows:

1. The Parties hereby agree to add Service Schedule 022, attached to this Amendment 24, entitled “Service Schedule for Local Switch Traffic Management Services” (“Service Schedule 022”), which is hereby made a part of the Agreement.
2. Except as amended hereby, all other rates, terms and conditions of the Agreement shall remain in full force and effect.
3. This Amendment 24 and Service Schedule 022 may be executed in counterparts and by facsimile signature, each of which shall be deemed 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 to be duly executed by its authorized representative, effective as of the Amendment Effective Date.

Verizon Services Corp.

Verizon Business Network Services Inc.

By:  _____

By: _____

Name: Michael Daigle

Name: Ricky A. Price

Title: Vice President, Global Transport
& Access Engineering

Title: Vice President, Global Network Engineering

Date: 5/21/10 _____

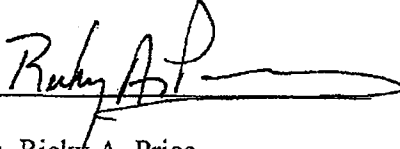
Date: _____

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be duly executed by its authorized representative, effective as of the Amendment Effective Date.

Verizon Services Corp.

Verizon Business Network Services Inc.

By: _____

By:  _____

Name: Michael Daigle

Name: Ricky A. Price

Title: Vice President, Global Transport
& Access Engineering

Title: Vice President, Global Network Engineering

Date: _____

Date: 5/21/10 _____

EXECUTION COPY

Service Schedule 022

SERVICE SCHEDULE FOR LOCAL SWITCH TRAFFIC MANAGEMENT SERVICES

1. Verizon Business, via one or more of its affiliated entities ("VzB"), will deliver traffic management services (tier 1 level services) to Verizon for local switch traffic on Verizon network facilities.
2. Verizon will afford personnel employed by VzB and its affiliates limited access to the Verizon systems and information pertaining to Verizon facilities therein solely for the purpose of providing local switch traffic management services under this Service Schedule.
3. Verizon may limit or terminate access to Verizon systems for any reason, including, without restriction, violation of this Agreement by VzB or failure of VzB to comply with applicable laws, rules, regulations, or orders applicable to this Service Schedule.
4. VzB may access Verizon systems using Internet access services and Web browser software provided or licensed by VzB. If other third party software or intellectual property is or becomes necessary for access to and use of the Verizon systems, VzB will license such software or intellectual property from the third parties and pay the license fees associated with such software or intellectual property, if any.
5. VzB will charge Verizon for provision of local switch traffic management services based on the fully distributed cost of providing such services, or such other formula as may be required by applicable Federal or State regulations. Such compensation is subject to adjustment to satisfy applicable laws, rules, regulations and orders. Adjusted compensation shall be memorialized in writings signed by the parties and shall apply prospectively after such writings are signed by the parties.

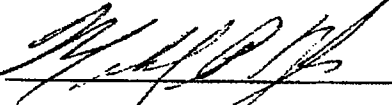
[remainder of page intentionally left blank]

EXECUTION COPY

IN WITNESS WHEREOF, each of the Parties has caused this Service Schedule to be duly executed by its authorized representative, effective as of the last date of signature below.

Verizon Services Corp.

Verizon Business Network Services Inc.

By:  _____

By: _____

Name: Michael Daigle

Name: Ricky A. Price

Title: Vice President, Global Transport
& Access Engineering

Title: Vice President, Global Network
Engineering

Date: 5/21/10 _____

Date: _____

EXECUTION COPY

IN WITNESS WHEREOF, each of the Parties has caused this Service Schedule to be duly executed by its authorized representative, effective as of the last date of signature below.

Verizon Services Corp.

Verizon Business Network Services Inc.

By: _____

By: 

Name: Michael Daigle

Name: Ricky A. Price

Title: Vice President, Global Transport
& Access Engineering

Title: Vice President, Global Network
Engineering

Date: _____

Date: 5/21/10