

RECEIVED
COMMUNICATIONS DIVISION

05 AUG 23 AM 9:47

COMMUNICATIONS
DIVISION
ADMINISTRATOR
COMMUNICATIONS



Verizon Northwest Inc.

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

August 25, 2006


Ms. Carole J. Washburn,
Executive Secretary
Washington Utilities and
Transportation Commission
Chandler Plaza Building
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504

Subject: **AFFILIATED INTEREST AGREEMENT – ADVICE NO. 283**
Ref. UT-051247

Dear Ms. Washburn:

Enclosed for filing with the Commission are verified copies of Amendments 19 and 20 to the Telecommunications Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and MCI Communications Services, Inc.

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 Amendments 19 and 20 to the Telecommunications Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and MCI Communications Services, Inc.

Richard E. Potter Date: 8.25.06

Richard E. Potter
Director
Verizon Northwest Inc.

AMENDMENT 19
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION INC.
AND
MCI COMMUNICATIONS SERVICES, INC.

This Amendment 19 to the Telecommunications Services Agreement (Contract No. TSA010302-1) (Agreement) by and between MCI Communications Services, Inc. d/b/a Verizon Business Services, a Delaware corporation, with offices at 6929 North Lakewood Avenue, Tulsa, Oklahoma 74117 ("Provider") and Verizon Services Organization Inc., a Delaware corporation, with offices at 6665 N. McArthur Boulevard, Irving, Texas 75039 ("Customer") shall be effective as of the date set forth below.

WHEREAS, Provider holds an ownership or leasehold interest in certain locations (hereinafter referred to as "Provider's POPs") as set forth in Colocation Schedules ("Schedules") which shall be issued from time to time by Customer, and such Schedules shall incorporate the terms and conditions of this Agreement.

WHEREAS, Customer desires to physically colocate certain equipment within Provider's POPs.

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and Customer agree as follows:

1. EFFECTIVE DATE.

This Amendment 19 shall be effective upon the execution by both parties (the "Amendment 19 Effective Date").

2. TERM.

Commencing with the Amendment 19 Effective Date and continuing for a period of one (1) year (the "Colocate Term"), Provider will allow Customer to occupy the portion of Provider's POPs designated in the applicable Schedule (hereinafter referred to as the "Colocation Space"). Customer may use the Colocation Space for the sole purpose of installing, operating and maintaining Customer's owned or leased equipment, cabling, cards and other personal property (hereinafter referred to as the "Equipment") in accordance with the Agreement and the terms and conditions set forth in this Amendment 19.

3. AGREEMENT MODIFICATION.

(A) REPLACE the existing Section 19 of Exhibit C in its entirety as follows:

19. COLOCATION SPACE

Customer shall pay the applicable rates and charges set forth in Attachment C-19 for Colocation Space pursuant to specifications set forth in a Provider Carrier Access Request (CAR).²

(B) ADD a new Attachment C-19 to Exhibit C as set forth in Attachment 1 of this Amendment.

4. OTHER TERMS AND CONDITIONS.

Except as specifically amended herein, the terms and conditions of the Agreement, including any Amendments thereto, shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties have entered into this Amendment 19 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC.

VERIZON SERVICES ORGANIZATION INC.

By: Kay L. Wulf
(Signature)

By: [Signature]
(Signature)

Kay L. Wulf
(Print Name)

Scott C. Pierce
(Print Name)

Inv. VP. Business Ops & Support
(Title)

Executive Director
(Title)

7/17/06
(Date)

7/13/06
(Date)

ATTACHMENT 1

(ADD THE FOLLOWING AS A NEW ATTACHMENT C-19 TO EXHIBIT C)

MCIVERIZON
TSA010392-1
Amendment 19 (7/13/08)

CONFIDENTIAL

ATTACHMENT C-19

COLOCATION SPACE

1. RATES AND CHARGES.

Customer shall pay the following rates and charges for Colocation Space (FTTP Colocation) which include occupancy fees and fees for the services rendered pursuant to specifications set forth in a Provider Carrier Access Request (CAR), which services shall include electrical power, fire protection, HVAC, centralized security and cabling (the "Services").

FEE DEFINITION	DESCRIPTION	UNIT COST
<i>Recurring Charges</i>		
Monthly Occupancy Fee	Applies to each of Customer's Colocation Space	\$685.00 per rack
Monthly Fee – Additional AC	Applies for each 10 amps over basic 20 amps allotted per Customer's Colocation Space	\$110.00 per 10 amps
Monthly Fee – Additional DC	Applies for each 5 amps over basic 30 amps allotted per Customer's Colocation Space	\$55.00 per 5 amps
<i>Non-Recurring Charges</i>		
Non-Recurring Build-Out Charge	Applies for the preparation of Customer's Colocation Space	\$5,500.00 per rack
Non-Recurring 120V AC Circuit Charge	Applies for each additional 20 amp AC power circuit or each 30 amp AC power circuit	\$1,000 per circuit
Non-Recurring Fiber Charge	Applies to installation of fiber cabling (assumes one (1) initial strand per Colocation Space)	\$200.00 per strand

Provider may modify the Service from time to time and will use commercially reasonable efforts to notify Customer. Monthly recurring charges will begin accruing on the date the Colocate Space and the Services described herein are available for use by Customer.

2. PERMISSIBLE USE OF SPACE

(A) Customer will furnish to Provider, and keep current, a written list identifying a maximum of ten (10) individuals authorized to obtain entry to Provider's POPs and access to the Colocation Space. Customer will exercise reasonable efforts to ensure that no individual it authorizes to enter Provider's POPs will have been convicted of a felony. Provider may revoke the entry privileges of any person at any time and for any reason. Provider will allow Customer's authorized individuals unescorted access to the Colocation Space twenty-four (24) hours per day, seven (7) days per week.

(B) Customer's employees and agents will not use any products, tools, materials, or methods that, in Provider's reasonable judgment, might harm, endanger, or interfere with Provider's Network, the Services, Provider's provision of services to any other

customer, Provider's POPs, or the personnel or property of Provider, its vendors or its other customers. Provider may take any reasonable action to prevent such potential harm or interference.

(C) Customer will not provide or make available to, or sublicense to or permit in any manner any third party to use all or a portion of the Colocation Space or Provider's POPs, excluding Customer's employees and agents. Provider may immediately terminate this Attachment C-19 upon notice to Customer if Customer violates this restriction.

Notwithstanding the foregoing, Customer may interconnect with any third party with the express written consent of Provider, which consent shall not be unreasonably withheld or delayed. For purposes of this Subsection (C), "interconnection" shall mean a direct connection to a third party. All cross connections shall travel through Provider's cross-connect panel and not directly to Customer's equipment as set forth in Subsection (D) below.

(D) All cross connections relevant to interconnecting Customer's equipment with the telecommunications services of Provider, including without limitation Provider-ordered and provided local access facilities, shall be established through Provider's common cross-connect panel in each Provider POP. A "cross-connect" is an electrical or optical connection made between two (2) DSX-1, DSX-3, OC-3 or OC-12 circuits on a DSX-1, DSX-3 or FOX cross-connect panel, which then interconnects Customer's equipment with Provider's (or Provider's affiliates') telecommunications services. Provider's cross-connect establishes the demarcation point between the colocated Customer equipment and Provider's (or Provider's affiliate's) telecommunications services.

(E) No material improvements or modifications will be made to the Colocation Space or any portion of the Colocation Space or Provider's POPs unless approved by Provider, which approval will not be unreasonably delayed, conditioned or withheld. Provider will provide five (5) days' advance written notice to Customer of its demand to remove any unapproved items from the Colocation Space, including materials that could be considered a fire hazard, and of its intent to disconnect or remove unauthorized items and/or equipment from the Colocation Space. Notwithstanding the foregoing, if Provider determines in its reasonable discretion that such unapproved items possess an immediate risk to Provider's POPs or Provider's other customers, Provider may immediately disconnect or remove such unauthorized equipment from the Colocation Space without prior notice to Customer and without liability to Provider.

(F) Any Equipment and/or personal property of Customer not removed within thirty (30) days after the termination of the Colocate Term will, at Provider's option, be deemed abandoned ("Abandoned Property"). Provider may, upon written notice, apportion, sell, use, store, destroy, or otherwise dispose of the Abandoned Property without liability to Customer or any third party. Customer will pay all expenses and costs incurred in connection with Provider's disposition of Abandoned Property, including, without limitation, the cost of restoring Provider's POPs to their original condition and of removing the Abandoned Property.

3. BACKUP POWER.

Provider will provide a minimum four (4) hours of battery backup supported by an emergency generator of sufficient size to power the overall draw of the entire Colocation Space. The generator will have a fuel supply to support a minimum twenty-four (24) hours run time full load.

4. CONDUCT IN FACILITY.

(A) Customer's employees and agents are prohibited from bringing any harmful or dangerous materials (as determined by Provider in its sole discretion) into Provider's POPs. Such materials include, but are not limited to, wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras and video or voice recording devices.

(B) If Customer desires any assistance in Provider's POPs, Customer shall provide commercially reasonable notification to Provider prior to arriving at any Provider's POP by calling Provider's customer service center at the number listed on Customer's invoice or other contact number as may be designated by Provider.

5. EQUIPMENT.

Customer will promptly notify Provider of any lien(s) on or security interest(s) in the Equipment. Customer will be allowed to remove from Provider's POPs only that Equipment for which Customer can show it has sufficient ownership or possessory interest. Provider may relocate the Equipment within Provider's POPs or move the Equipment to another facility, at Provider's expense, with at least ninety (90) days' written notice. Provider will use commercially reasonable efforts to minimize resulting downtime and service interruption.

6. NO ESTATE OR PROPERTY INTEREST.

Payments by Customer pursuant to this Amendment 19 do not create or vest in Customer (or in any other entity or person) any leasehold estate, easement, ownership interest, or other property right or interest of any nature in the Space or Provider's POPs or any part thereof.

7. FORCE MAJEURE.

If the Space is damaged due to a force majeure event as set forth in the Agreement, Provider will give prompt notice to Customer of such damage, and may temporarily relocate the Equipment to new Space or a new Provider's POP, if practicable. If the landlord or Provider terminates Provider's right to use a Space due to damage or destruction of the Space, or if Provider decides not to rebuild the Space, the applicable Services will terminate as of the date of the force majeure event. In the event of such termination, or a temporary cessation of Service caused by a force majeure event, monthly recurring charges for the affected Services will proportionately abate for the period from the date of the force majeure event and, in the case of temporary cessation, re-commence upon the re-commencement of the Services. If neither the landlord nor Provider terminates Provider's right to use a Space, and if Provider decides to rebuild the Space, Provider will repair the Space to substantially the same condition it was in prior to the damage, completing the same with reasonable speed. If

Provider does not complete the repair within a reasonable time period, Customer may terminate the applicable Services for the affected Space, which termination is Customer's sole remedy. If the Space or any portion of it is rendered untenable by a force majeure event, the monthly recurring charge for the affected Services will proportionately abate until the Space is repaired or the Equipment relocated.