

Amendment 1 to Attachment 3 & 22
UT-061091-AF
Lom 6/11/09
No Action
verizon

Verizon Northwest Inc.

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

May 12, 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. 393
Ref. UT-061091

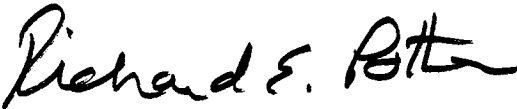
To whom it may concern:

Enclosed for the Commission's file are verified copies of the 1st Amendment to Attachment 3 and the 1st Amendment to Attachment 22 to a Master Services Agreement between Verizon Services Corp., on behalf of Verizon telephone operating companies, including and Verizon Northwest Inc., and various affiliates.

It recently came to our attention that these documents, which were signed in December 2008, had not previously been sent to the Commission. 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

2009 MAY 14 AM 8:10
OFFICE OF THE
SECRETARY OF
PUBLIC UTILITIES
AND TRANSPORTATION

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed are true copies the 1st Amendment to Attachment 3 and the 1st Amendment to Attachment 22 to a Master Services Agreement between Verizon Services Corp., on behalf of Verizon telephone operating companies, including and Verizon Northwest Inc., and various affiliates.

Richard E. Potter Date: 5.12.09

Richard E. Potter
Director
Verizon Northwest Inc.

**FIRST AMENDMENT
TO ATTACHMENT 3 TO
THE
VERIZON PARTNER SOLUTIONS
MASTER SERVICES AGREEMENT**

This First Amendment ("**Amendment No. 1**") to Attachment 3 (Description of Pricing and Services for Special IP Port), which Attachment has a Product Schedule Effective Date of March 8, 2007 ("**MSA Attachment 3**") and is part of that certain Verizon Partner Solutions Master Services Agreement ("**MSA**"), dated as of March 8, 2007, is entered into by Customer and Verizon, as defined below. The MSA and MSA Attachment 3 are by and among Verizon Business Network Services, Inc. ("**VBNS**") on behalf of Verizon Global Networks Inc. and the former MCI Affiliates identified on Attachment 1.1 to the MSA, Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance ("**VLD**"), NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions ("**VES**"), and Verizon Select Services Inc. ("**VSSI**") (VBNS, VLD, VES, and VSSI are hereinafter referred to individually and or collectively as "**Customer**") and Verizon Services Corp. on behalf of the Verizon operating telephone companies set forth on the signature page to this Amendment No. 1 (hereinafter individually and or collectively referred to as "**Verizon**"). In the event of any conflict between the terms of the MSA or any applicable Attachment thereto and the terms of this Amendment No. 1, the terms of this Amendment No. 1 shall control. Capitalized terms not defined herein shall have the meanings as set forth in the MSA, the Product Guide, and MSA Attachment 3.

This Amendment No. 1 will be effective as of the "**Amendment No. 1 Effective Date**" shown below. The Amendment No. 1 Effective Date must be filled in and initialed by Verizon's Contract Management Department and will be established following the execution of this document by both parties.

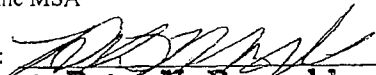
WHEREAS, the parties desire to amend the MSA Attachment 3 to provide for additional Special IP Port Services; and

NOW, THEREFORE, In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **SPECIAL PRICING.** As of the Amendment No. 1 Effective Date, Customer is eligible to order Special IP Port Services at the rates set forth in Exhibit No. 1 attached hereto and made a part hereof. With the exception of the specific rate elements identified in Exhibit 1 attached hereto, all other rates and charges for Special IP Port Services are set forth in Attachment 3 to the MSA.
2. **OTHER TERMS AND CONDITIONS.** Except as specifically amended hereby, all other rates, charges, terms, and conditions of Attachment 3 to the MSA shall remain in full force and effect.
3. **COUNTERPARTS.** This Amendment No. 1 may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties have entered into this Amendment No. 1 to the MSA Attachment 3 as of the Amendment No. 1 Effective Date shown below.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1.1 to the MSA

By: 
Printed: **Peter H. Reynolds**
Title: *Director*
Date: *Dec 2, 2008*

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: _____
Printed: Vincent J. Woodbury
Title: President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, and NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions,
and Vice President Verizon Select Services Inc.
Date:

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below

By: *Catherine Hopland*
Printed: *Catherine Hopland*

Title: *Sr. Staff Consultant Contract Manager*
Date: *12-4-08*

Verizon Operating Telephone Companies:

- Verizon Delaware LLC
- Verizon Florida LLC
- Verizon Maryland Inc.
- Verizon New England Inc.
- Verizon New Jersey Inc.
- Verizon New York Inc.
- Verizon Pennsylvania Inc.
- Verizon Virginia Inc.
- Verizon Washington, DC Inc.
- Verizon West Virginia Inc.
- Verizon California Inc.
- Verizon North Inc.
- Verizon Northwest Inc.
- Verizon South Inc.
- GTE Southwest Incorporated, d/b/a Verizon Southwest
- Verizon West Coast Inc.
- Contel of the South d/b/a Verizon North Systems

IN WITNESS WHEREOF, the parties have entered into this Amendment No. 1 to the MSA Attachment 3 as of the Amendment No. 1 Effective Date shown below.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment L.1 to the MSA

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below

By: _____
Printed:
Title:
Date:

By: _____
Printed: _____

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: Vincent J. Woodbury
Printed: Vincent J. Woodbury
Title: President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, and NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions,
and Vice President Verizon Select Services Inc.
Date: 12-9-08

Title: _____
Date: _____

Verizon Operating Telephone Companies:

Verizon Delaware LLC
Verizon Florida LLC
Verizon Maryland Inc.
Verizon New England Inc.
Verizon New Jersey Inc.
Verizon New York Inc.
Verizon Pennsylvania Inc.
Verizon Virginia Inc.
Verizon Washington, DC Inc.
Verizon West Virginia Inc.
Verizon California Inc.
Verizon North Inc.
Verizon Northwest Inc.
Verizon South Inc.
GTE Southwest Incorporated, d/b/a Verizon Southwest
Verizon West Coast Inc.
Contel of the South d/b/a Verizon North Systems

AMENDMENT NO. 1 EFFECTIVE DATE:

12-9-08
(to be filled in by Verizon)

Verizon's Initials MH

Exhibit No. 1

Minimum Service Period	Bandwidth	MRC	NRC	Class of Service	USOC
One Year	OC768c	\$50,000	\$1,500	XNSDX	VKPQ1
Three Year	OC768c	\$40,000	\$1,500	XNSDX	VKPQ3

**FIRST AMENDMENT
TO ATTACHMENT 22 TO
THE
VERIZON PARTNER SOLUTIONS
MASTER SERVICES AGREEMENT**

This First Amendment ("Amendment No. 1") to Attachment 22 (Description of Pricing and Services for Integrated Optical Service), which Attachment has a Product Schedule Effective Date of April 28, 2008 ("MSA Attachment 22") and is part of that certain Verizon Partner Solutions Master Services Agreement ("MSA"), dated as of March 8, 2007, is entered into by Customer and Verizon, as defined below. The MSA and MSA Attachment 22 are by and among Verizon Business Network Services, Inc. ("VBNS") on behalf of Verizon Global Networks Inc. and the former MCI Affiliates identified on Attachment 1.1 to the MSA, Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance ("VLD"), NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions ("VES"), and Verizon Select Services Inc. ("VSSI") (VBNS, VLD, VES, and VSSI are hereinafter referred to individually or collectively as "Customer"), and Verizon Services Corp. on behalf of the Verizon operating telephone companies set forth on the signature page to this Amendment No. 1 (hereinafter individually and or collectively referred to as "Verizon"). In the event of any conflict between the terms of the MSA or any applicable Attachment thereto and the terms of this Amendment No. 1, the terms of this Amendment No. 1 shall control. Capitalized terms not defined herein shall have the meanings as set forth in the MSA, the Product Guide, and MSA Attachment 22.

This Amendment No. 1 will be effective as of the "Amendment No. 1 Effective Date" shown below. The Amendment No. 1 Effective Date must be filled in and initialed by Verizon's Contract Management Department and will be established following the execution of this document by both parties.


WHEREAS, the parties desire to amend the MSA Attachment 22 to provide for additional Integrated Optical Services; and

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

1. **SPECIAL PRICING.** As of the Amendment No. 1 Effective Date, Customer is eligible to order Integrated Optical Services at the rates set forth in Exhibit No. 1 attached hereto and made a part hereof. With the exception of the specific rate elements identified in Exhibit 1 attached hereto, all other rates and charges for Integrated Optical Services are set forth in Attachment 22 to the MSA.
2. **OTHER TERMS AND CONDITIONS.** Except as specifically amended hereby, all other rates, charges, terms, and conditions of Attachment 22 to the MSA shall remain in full force and effect.
3. **COUNTERPARTS.** This Amendment No. 1 may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties have entered into this Amendment No. 1 as of the Amendment No. 1 Effective Date shown below.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment J.1 to the MSA

By: 
Printed: **Peter H. Reynolds**
Title: *Director*
Date: *Nov 25, 2008*

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: _____
Printed: Vincent J. Woodbury
Title: President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance and NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions,
and Vice President Verizon Select Services Inc.
Date:

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below

By: *Catherine Hopland*
Printed: *Catherine Hopland*

Title: *Sr Staff Consultant*
Date: *12-4-08*

- Verizon Operating Telephone Companies:
 - Verizon West Coast Inc.
 - Contel of the South d/b/a Verizon North Systems
 - Verizon Delaware LLC
 - Verizon Florida LLC
 - Verizon Maryland Inc.
 - Verizon New England Inc.
 - Verizon New Jersey Inc.
 - Verizon New York Inc.
 - Verizon Pennsylvania Inc.
 - Verizon Virginia Inc.
 - Verizon Washington, DC Inc.
 - Verizon West Virginia Inc.
 - Verizon California Inc.
 - Verizon North Inc.
 - Verizon Northwest Inc.
 - Verizon South Inc.
 - GTE Southwest Incorporated, d/b/a Verizon Southwest

IN WITNESS WHEREOF, the parties have entered into this Amendment No. 1 as of the Amendment No. 1 Effective Date shown below.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1.1 to the MSA

By: _____
Printed:
Title:
Date:

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: Vincent J. Woodbury
Printed: Vincent J. Woodbury
Title: President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance and NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions,
and Vice President Verizon Select Services Inc.
Date:

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below

By: _____
Printed: _____

Title: _____
Date: 11.24.08

Verizon Operating Telephone Companies:
Verizon West Coast Inc.
Contel of the South d/b/a Verizon North Systems
Verizon Delaware LLC
Verizon Florida LLC
Verizon Maryland Inc.
Verizon New England Inc.
Verizon New Jersey Inc.
Verizon New York Inc.
Verizon Pennsylvania Inc.
Verizon Virginia Inc.
Verizon Washington, DC Inc.
Verizon West Virginia Inc.
Verizon California Inc.
Verizon North Inc.
Verizon Northwest Inc.
Verizon South Inc.
GTE Southwest Incorporated, d/b/a Verizon Southwest

AMENDMENT NO. 1 EFFECTIVE DATE:

12-4-08

(to be filled in by Verizon)

Verizon's Initials

MA

Exhibit No. 1

Service Category	Term		Class of Service	USOC	Monthly Recurring Charge
Unprotected Riders (Per Appearance) SONET OC768c	Month to Month	On-Ring OC768c	XS9EX	ORUBX	\$4,900.00
		Off-Ring OC768c	XS9GX		
	1 Year	On-Ring OC768c	XS9EX	ORUB1	\$4,900.00
		Off-Ring OC768c	XS9GX		
	2 Year	On-Ring OC768c	XS9EX	ORUB2	\$4,900.00
		Off-Ring OC768c	XS9GX		
	3 Year	On-Ring OC768c	XS9EX	ORUB3	\$4,900.00
		Off-Ring OC768c	XS9GX		
	5 Year	On-Ring OC768c	XS9EX	ORUB5	\$4,900.00
		Off-Ring OC768c	XS9GX		
	7 Year	On-Ring OC768c	XS9EX	ORUB7	\$4,900.00
		Off-Ring OC768c	XS9GX		