

UT- 051247 (AI)
8-15-07



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

July 11, 2007

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. 328**
Ref. UT-051247

Dear Ms. Washburn:

Enclosed for the Commission's file are verified copies of Amendments 29 and 30 to the Telecommunications Service Agreement between Verizon 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

RECEIVED
RECORDS MANAGEMENT
07 JUL 16 PM 2:05
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed are true copies of Amendments 29 and 30 to the Telecommunications Service Agreement between Verizon companies, including Verizon Northwest Inc., and MCI Communications Services, Inc.

Richard E. Potter Date: 7/11/07

Richard E. Potter
Director
Verizon Northwest Inc.

AMENDMENT 29
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION INC.
AND
MCI COMMUNICATIONS SERVICES, INC.

This Amendment 29 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 N. Lakewood Avenue, Tulsa, Oklahoma 74117 ("Provider"), and Verizon Services Organization Inc., a Delaware corporation, with offices at 6665 N. MacArthur Boulevard, Irving, Texas 75039 ("Customer") shall be effective on the date set forth below.

1. EFFECTIVE DATE

This Amendment 29 shall be effective June 1, 2007.

2. AGREEMENT MODIFICATION

2.2 REPLACE the ATF Interstate Discount Schedule set forth in Schedule ATF – A (DAL) on Page C-53 as follows:

| Advanced Toll Free – Interstate Discount Schedule | Discount |
|---|----------|
| Monthly Revenue = \$0 - \$899,999 | 0.00% |
| Monthly Revenue = \$900,000 - \$1,249,999 | 30.00% |
| Monthly Revenue = \$1,250,000 and Over | 35.00% |

2.3 REPLACE the ECR Feature Charges set forth in Schedule ATF – H on Page C-57 as follows:

| Feature Charges (see notes below): | | | |
|--|----------|--|--|
| Menu Routing | \$ 0.015 | | |
| Message Announcement | \$ 0.015 | | |
| Database Routing (Standard and Advanced) | \$ 0.015 | | |
| Busy Ring No Answer | \$ 0.010 | | |
| Takeback and Transfer (TnT) (Charge per Use) | \$ 0.015 | | |
| Caller Takeback (Charge per Use) | \$ 0.015 | | |

2.4 REPLACE Page C-58N in its entirety with the new Page C-58N as set forth in Attachment 1.

3. 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 29 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC.

VERIZON SERVICES ORGANIZATION INC.

Brent Hampton
Signature

Jim Woodcock
Signature

Brent Hampton
Print Name

Jim Woodcock
Print Name

Dir. Wholesale Contract Mgmt. & Complex Bids
Title

Director - Carrier Alliance Management
Title

06-18-07
Date

6-14-07
Date

ATTACHMENT 1

(REPLACE PAGE C-58N TO EXHIBIT C AS SET FORTH BELOW)

5. DELAY OF CUTOVER CHARGES

Provider agrees to waive the standard Delay of Cutover Charges.

6. CANCELLATION CHARGES

If Installation Service is canceled by Customer, within two (2) weeks before the scheduled commencement date of such installation, Customer agrees to pay to Provider a cancellation fee in an amount equal to:

- (i) the number of hours of pre-installation services performed by Provider up to the date of cancellation at the rate of \$150 per hour, plus
- (ii) the cost of any CPE installed by Provider at any Customer locations prior to the date of cancellation.

7. EXPEDITE CHARGES AND STANDARD SERVICE HOURS

7.2 Request for after-hours support: Unless otherwise agreed to by the parties, Gateway Services shall be performed during normal business hours (9:00am - 5:00pm Eastern Time). Customer may be responsible for any additional labor costs associated with Gateway Services performed outside normal business hours that are above and beyond the scope of the standard implementation process.

7.3 Customer agrees to pay a charge of \$400 per hour for expedite requests. Standard installation time is 60 business days from project kick-off to cutover; however, depending upon the complexity of the application, more than 60 days may be required. Requests for installs requiring less than 60 business days shall be considered an expedite request.

8. WAIVER OF CHARGES

Provider agrees to waive Monthly Recurring Fees for Network Manager and Traffic Reporting, per User ID, for the Customer Corporate IDs listed below:

| TF Corp ID | VNET Corp ID | TF Corp ID | VNET Corp ID |
|------------|--------------|------------|--------------|
| 93166385 | 93171052 | 93166392 | 93171060 |
| 93166386 | 93171053 | 93166394 | 93171061 |
| 93166387 | 93171055 | 93166395 | 93171062 |
| 93166388 | 93171056 | 93166396 | 93171063 |
| 93166389 | 93171057 | 93166397 | 93171064 |
| 93166390 | 93171058 | | |

AMENDMENT 30
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION INC.
AND
MCI COMMUNICATIONS SERVICES, INC.

This Amendment 30 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 N. Lakewood Avenue, Tulsa, Oklahoma 74117 ("Provider"), and Verizon Services Organization Inc., a Delaware corporation, with offices at 6665 N. MacArthur Boulevard, Irving, Texas 75039 ("Customer") shall be effective on the date set forth below.

1. EFFECTIVE DATE

This Amendment 30 shall be effective upon full execution by both parties.

2. ADDITIONAL CUSTOMER AFFILIATES

In Amendment No. 26, the parties agreed that the **CONFERENCING SERVICES** (Section 45 to Exhibit C to the Agreement) provided under such Amendment would not be provided to certain incumbent local exchange carrier ("ILEC") Affiliates of Customer specified in Section 4 of Amendment No. 26 until the parties agreed otherwise in a further amendment. The purpose of this Amendment 30 is to expressly permit Customer's Affiliates listed below to purchase only **Domestic Audio Conferencing Service, Instant Replay Plus Service and Instant Meeting Replay Service** under the terms, conditions and rates of the Agreement including without limitation the applicable subsections of Section 45 to Exhibit C to the Agreement. Such additional Affiliates are as follows:

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

3. In the second subparagraph of Section 45 to Exhibit C of Amendment 26, the terms "Verizon Tariff FCC No. 1" are hereby deleted and the terms "MCI Tariff FCC No. 1" are substituted therefor.

4. The following terms are added at the end of Section 27 of the Agreement, Compliance with Laws:

The ILEC Affiliates of Customer receiving conferencing or other services under this Agreement shall compensate Provider consistent with the cost allocation and affiliate transaction rules promulgated by the Federal Communications Commission and set forth in 47 C.F.R. Parts 32 and 64. Such compensation shall be subject to increases or decreases during the term of this Agreement to permit compensation consistent with such rules. The ILEC Affiliates of Customer receiving the Services shall pay all such increased or decreased compensation prospectively after the increased or decreased compensation has been determined and agreed upon in writing by the parties.

To the extent that any state statute, order, rule or regulation or any state regulatory agency having competent jurisdiction over one or more parties to this Agreement requires that this Agreement or subsequent amendments be filed with or approved by such regulatory agency before the Agreement or amendment may be effective, this Agreement or amendment shall not be effective in such state until the first business day after such approval or filing shall have occurred.

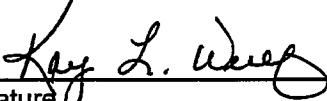
5. OTHER TERMS AND CONDITIONS

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 30 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC.

Signature



Print Name

Kay Wulf

Title

Div. VP. Business Operations & Support

Date

7/9/07

VERIZON SERVICES ORGANIZATION INC.

Signature

Scott C. Pierce

Print Name

Executive Director

Alliance Management

Title

Date

7/2/07