

Amendment 1- Attachment 11
om- 4624110
No Action
verizon

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

May 12, 2010

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. 425
Ref: Docket No. UT-061091

2010 MAY 17 AM 8:06
OFFICE OF THE
CLERK OF THE
WASHINGTON
UTILITIES AND
TRANSPORTATION
COMMISSION
1300 S. EVERGREEN
PARK DRIVE SW
OLYMPIA, WA 98504

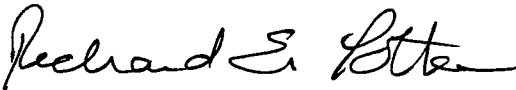
To whom it may concern:

Enclosed for the Commission's file is a verified copy of the First Amendment to Attachment 11 of a Master Services Agreement between Verizon Services Corp., on behalf of Verizon companies including Verizon Northwest Inc., and Verizon Business Network Services, Verizon Long Distance, Verizon Enterprise Solutions, and Verizon Select Services. The amendment adds services to the agreement.

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 the First Amendment to Attachment 11 of a Master Services Agreement between Verizon Services Corp., on behalf of Verizon companies including Verizon Northwest Inc., and Verizon Business Network Services, Inc., Verizon Long Distance, Verizon Enterprise Solutions, and Verizon Select Services.

Richard E. Potter Date: 5-12-10

Richard E. Potter
Director
Verizon Northwest Inc.

**FIRST AMENDMENT
TO ATTACHMENT 11 TO
THE
VERIZON PARTNER SOLUTIONS
MASTER SERVICES AGREEMENT**

This First Amendment (“Amendment No. 1”) is entered into as of the date of last signature by a Party (the “Amendment No. 1 Effective Date”) and amends the VzON Attachment (defined below) 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 of the Agreement (defined below), Verizon Long Distance LLC f/k/a Bell Atlantic Communications, Inc. (“VLD”), Verizon Enterprise Solutions LLC f/k/a NYNEX Long Distance Company (“VES”), and Verizon Select Services Inc. (“VSSI” and, together with VBNS, VLD and VES, “Customer”), and Verizon Services Corp., on behalf of the Verizon operating telephone companies identified on the signature page hereto (individually and collectively, “Verizon”).

WHEREAS, Verizon and Customer are parties to that certain Master Services Agreement (the “Agreement”), dated as of March 8, 2007, which attaches Attachment 11, Description of Pricing and Services for Verizon Optical Networking/Ethernet Private Line (the “VzON Attachment”); and

WHEREAS, Verizon has made certain enhancements and modifications to its Verizon Optical Networking/Ethernet Private Line, which the Parties wish to memorialize as set forth herein; and

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

1. **VzON PRODUCT SCHEDULE EFFECTIVE DATE.** For the avoidance of any doubt, Verizon and Customer agree that the VzON Attachment Product Schedule Effective Date is April 6, 2007.
2. **VzON PRICING.**

As of the Amendment No. 1 Effective Date, Section 3 of the VzON Attachment, entitled “Rates and Charges”, is hereby amended by adding the following to the end thereof:

“Verizon East Operating Territories as set forth in 2.2 above.			
Rate Element Description	USOC	NRC	RATE
On-Net Channel Extensions, Protected, 1-year Monthly Charges			
1Gbps (100M)	EOEC1	\$1	\$2,630
1Gbps (100M) mapped to OC3	EOES1	\$1	\$2,630
On-Net Channel Extensions, Protected, 3-year Commitment, Monthly Charges			
1Gbps (100M)	EOEC3	\$1	\$2,030
1Gbps (100M) mapped to OC3	EOES3	\$1	\$2,030
On-Net Channel Extensions, Protected, 5-year Commitment, Monthly Charges			
1Gbps (100M)	EOEC5	\$1	\$1,680
1Gbps (100M) mapped to OC3	EOES5	\$1	\$1,680
On-Net Channel Extensions, Unprotected, 1-year Commitment, Monthly Charges			
1Gbps (100M)	EOEJ1	\$1	\$2,030
1Gbps (100M) mapped to OC3	EOE31	\$1	\$2,030
On-Net Channel Extensions, Unprotected, 3-year Commitment, Monthly Charges			

1Gbps (100M)	EOEJ3	\$1	\$1,620
1Gbps (100M) mapped to OC3	EOE33	\$1	\$1,620
On-Net Channel Extensions, Unprotected, 5-year Commitment, Monthly Charges			
1Gbps (100M)	EOEJ5	\$1	\$1,320
1Gbps (100M) mapped to OC3	EOE35	\$1	\$1,320

Verizon East Operating Territories as set forth in 2.2 above			
Rate Element Description	USOC	Per Mile	Fixed
On-Net Channel Mileage – 1-year Commitment, Monthly Charges			
1Gbps (100M)	1H761	\$143	\$750
1Gbps (100M) mapped to OC3	1H161	\$143	\$750
On-Net Channel Mileage - per mile, 3-year Commitment, Monthly Charges			
1Gbps (100M)	1H763	\$108	\$610
1Gbps (100M) mapped to OC3	1H163	\$108	\$610
On-Net Channel Mileage - 5-year Commitment, Monthly Charges			
1Gbps (100M)	1H765	\$90	\$480
1Gbps (100M) mapped to OC3	1H165	\$90	\$480
Rate Element Description	USOC	NRC	RATE
Access Aggregation Port, 1-year commitment			
Access Aggregation Port – OC192 (Support Up to 192 Mapped STS1s)	AG161	\$1	\$2,000
Access Aggregation Port, 3-year commitment			
Access Aggregation Port – OC192 (Support Up to 192 Mapped STS1s)	AG163	\$1	\$2,000
Access Aggregation Port, 5-year commitment			
Access Aggregation Port – OC192 (Support Up to 192 Mapped STS1s)	AG165	\$1	\$2,000

Verizon West Operating Territories as set forth in 2.2 above					
Rate Element Description	USOC	NRC	1 yr	3 yr	5 yr
On-Net Channel Extensions, Protected, Monthly Charges					
1Gbps (100M)	EOECX	\$1	\$2,630	\$2,030	\$1,680
1Gbps (100M) mapped to OC3	EOESX	\$1	\$2,630	\$2,030	\$1,680
On-Net Channel Extensions, Unprotected, Monthly Charges					
1Gbps (100M)	EOEJX	\$1	\$2,030	\$1,620	\$1,320
1Gbps (100M) mapped to OC3	EOE3X	\$1	\$2,030	\$1,620	\$1,320
On-Net Channel Mileage - Monthly Charges, Fixed					
1Gbps (100M)	FQRQX		\$375	\$305	\$240
1Gbps (100M) mapped to OC3	FQRRX		\$375	\$305	\$240
On-Net Channel Mileage - Monthly Charges, per mile					
1Gbps (100M)	1HOQS		\$143	\$108	\$90
1Gbps (100M) mapped to OC3	1HORS		\$143	\$108	\$90
Access Aggregation Port					
Access Aggregation Port – OC192 (Support Up to 192 Mapped STS1s)	AG15X	\$1	\$2,000	\$2,000	\$2,000

Verizon East Operating Territories as set forth in 2.2 above							
Cancellation Charges - Non-recurring Charge (NRC)							
	APP	SID	LRD	RID	WOT	PTD	DD
OC3 Access Aggregation Port	\$ -	\$364	\$1,820	\$3,640	\$3,640	\$3,640	\$3,640
OC12 Access Aggregation Port	\$ -	\$364	\$1,820	\$3,640	\$3,640	\$3,640	\$3,640
OC48 Access Aggregation Port	\$ -	\$364	\$1,820	\$3,640	\$3,640	\$3,640	\$3,640

Verizon East Operating Territories as set forth in 2.2 above							
Cancellation Charges - Non-recurring Charge (NRC)							
OC192 Access Aggregation Port	\$ -	\$364	\$1,820	\$3,640	\$3,640	\$3,640	\$3,640

Verizon West Operating Territories as set forth in 2.2 above		
Cancellation Charges - Non-recurring Charge (NRC)		
Critical Dates	31st to 60th day after ordering	61st day after ordering to completion of circuit
OC192 Aggregation Port	\$ 175	\$ 350

Refer to the Verizon Optical Networking Product Guide for state specific availability.”

3. **PLACEMENT OF ORDERS.** In order to receive the rates, terms, and conditions set forth in this Amendment No. 1, when placing orders for Services pursuant to this Amendment No. 1, Customer must place the contract number assigned to this Amendment No. 1 in the designated field of the Access Service Request (ASR). Subject to modification provided in accordance with Section 25 (Notices) of the Agreement, the contract number assigned to this Amendment No. 1 is FB1100022 and, as of the Amendment No. 1 Effective Date, all other contract numbers previously assigned for Verizon Optical Networking/Ethernet Private Line Services will become null and void.
4. **OTHER TERMS AND CONDITIONS.** Except as specifically amended hereby, all other rates, charges, terms, and conditions of the VzON Attachment shall remain in full force and effect. In the event of any conflict between the terms of the Agreement 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 meaning ascribed to them in the Agreement.
5. **JOINT WORK PRODUCT.** This Amendment No. 1 is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.
6. **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.

[Signature Page Follows]

SIGNATURE PAGE

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

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

By: _____

Printed: _____

Title: _____

Date: _____

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

By: _____

Printed: _____

Title: Manager-Contract Management

Date: _____

**Verizon Long Distance LLC,
Verizon Enterprise Solutions LLC
and
Verizon Select Services Inc**

By: 

Printed: Edward L. Googe

Title: President – Verizon Long Distance LLC
And Verizon Enterprise Solutions LLC
Vice President – Verizon Select Services
Incorporated

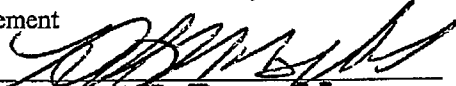
Date: 3-29-10

- 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.
- Verizon West Coast, Inc.
- GTE Southwest Incorporated, d/b/a Verizon Southwest
- Contel of the South Inc.

SIGNATURE PAGE

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

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

By: 

Printed: **Peter H. Reynolds**

Title: Director

Date: March 18, 2010

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

By: _____

Printed: _____

Title: Manager-Contract Management

Date: _____

**Verizon Long Distance LLC,
Verizon Enterprise Solutions LLC
and
Verizon Select Services Inc.**

By: _____

Printed: Edward L. Googe

Title: President – Verizon Long Distance LLC
And Verizon Enterprise Solutions LLC
Vice President – Verizon Select Services
Incorporated

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.
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- Contel of the South Inc.

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

By: _____

Printed: _____

Title: _____

Date: _____

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

By: Ann Lassen

Printed: Ann Lassen

Title: Manager-Contract Management

Date: 4/26/10

**Verizon Long Distance LLC,
Verizon Enterprise Solutions LLC
and
Verizon Select Services Inc.**

By: _____

Printed: Edward L. Googe

Title: President – Verizon Long Distance LLC
And Verizon Enterprise Solutions LLC
Vice President – Verizon Select Services
Incorporated

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.
- Verizon West Coast, Inc.
- GTE Southwest Incorporated, d/b/a Verizon Southwest
- Contel of the South Inc.