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**Verizon Northwest Inc.**

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

November 16, 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. 293**  
**Ref. UT-061254**

Dear Ms. Washburn:

Enclosed for the Commission's file is a verified copy of Amendment No. 2 to the Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Business.

Please call me at 425-261-5006 if you have any questions.

Very truly yours,

A handwritten signature in black ink that reads "Richard E. Potter".

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 No. 2 to the Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Business.

Richard E. Potter Date: 11/16/06

Richard E. Potter  
Director  
Verizon Northwest Inc.

**AMENDMENT NO. 2 TO  
MASTER SERVICES AGREEMENT**

**THIS AMENDMENT NO. 2** ("Amendment 2") to the Master Services Agreement (the "Agreement") is made 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 Financial Management Corp. on behalf of the Verizon Business entities set forth in Exhibit A to the Agreement (individually or collectively "Verizon Business"). Verizon and Verizon Business are sometimes referred to collectively as the "Parties".

**WHEREAS**, the Parties entered into the Master Services Agreement effective July 24, 2006;

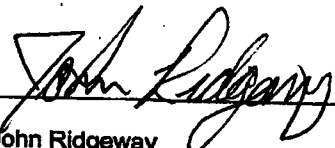
**WHEREAS**, Verizon desires to purchase additional services from Verizon Business;

**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 003, attached to this Amendment 2 relating to OneView Service. This service schedule 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 2 and Service Schedule 003 may be executed in counterparts and by facsimile signature, each of which shall be an original, but all of which shall together constitute one and the same document.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed effective as of the day and year last written below.

**Verizon Services Corp.**

By:   
Name: John Ridgeway  
Title: Director - Marketing Services  
Date: 11-14-06

**Verizon Business Financial Management Corp.**

By:   
Name: Suleiman Hessami  
Title: Vice President - Pricing & Contracts  
Date: 11/14/06

**Service: OneView Service**

**SERVICE DESCRIPTION**

During the term of this agreement, MCI Communications Services Inc. d/b/a Verizon Business Services (hereinafter referred to as "Verizon Business" or "Supplier") shall provide OneView Service ("**OneView Service**") to Verizon Services Corp. for itself and on behalf of the Verizon Operating Telephone Companies set forth in Exhibit A to the Agreement (hereinafter referred to as "Verizon" or "Customer").

**1.0 Supplier agrees to perform and provide the following as OneView Service:**

- 1.1 Store at the request of Customer service agreements and related information in the OneView Service system owned by Supplier or its affiliates that were previously stored in the eCMS system owned by Customer or its affiliates, including updates to such agreements and information at the request of Customer. Only service company paid personnel affiliated with Supplier shall have access to such agreements or information, unless otherwise agreed upon by the parties.
- 1.2 Provide Customer, its employees, and others authorized by Customer access to stored information described in section 1.1.

**2.0 Customer agrees to perform and provide the following:**

- 2.1 Customer will provide to Supplier, in format agreed upon by the parties, information for storage in the OneView Service system, including updates.
- 2.2 Customer, and not Supplier, will be responsible for authorizing its users to access stored information in the OneView Service system.

**3.0 Access and Security:**

The parties will agree upon and implement reasonable access and security procedures regarding access to the OneView Service system. Supplier may refuse access to the OneView Service system before agreement to such procedures is completed and implemented.

**4.0 PRICING**

Employee Title/Service	Pricing Criterion	Rate per Year	Frequency of Transaction: (per service)
OneView Service	FDC <sup>1</sup>	\$2,879.00	Daily

1. Fully Distributed Costs – Services are provided at the lower of the Estimated Fair Market Value (EFMV) and Fully Distributed Cost (FDC). FDC rates are fully loaded rates which include the costs of materials and all direct and indirect miscellaneous and overhead costs.