

UT 051247-AF
Om 4-30-08
verizon No Action

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

April 3, 2008

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

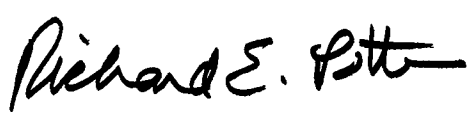
Subject: **AFFILIATED INTEREST AGREEMENT – ADVICE NO. 351**
Ref. Docket UT-051247

Dear Ms. Washburn:

Enclosed for the Commission's file is a verified copy of Amendment 39 to a
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,



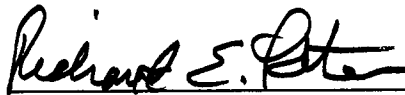
Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

RECEIVED
REGIONS MANAGER
2008 APR -7 AM 9:01
OFFICE OF THE
UTIL. AND TRANSP.
COMMISSION

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 39 to a Telecommunications Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and MCI Communications Services, Inc.

 Date: 4-30-08

Richard E. Potter
Director
Verizon Northwest Inc.

AMENDMENT 39
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION INC.
AND
MCI COMMUNICATIONS SERVICES, INC.

This Amendment 39 to the Telecommunications Services Agreement (Contract Number TSA010302-1) (Agreement) by and between MCI Communications Services, Inc. d/b/a Verizon Business Services behalf of Cybertrust Inc., a Delaware corporation, with offices at 22001 Loudoun County Parkway Ashburn, VA 20147 ("Provider"), and Verizon Services Organization Inc., a Delaware corporation, on behalf of operating telephone companies, with offices at One Verizon Way, Basking Ridge, NJ 07920 ("Customer") shall be effective on the date set forth below.

1. EFFECTIVE DATE

This Amendment 39 shall be effective upon full execution by both parties.

2. SCOPE OF PRODUCTS AND SERVICES

Provider will provide certain product and services, including but not limited to security assessments (collectively referred to as the "Security Services"), all as more fully described in the Statement of Work ("SOW") set forth in Attachment A to this Amendment, which is attached hereto and incorporated herein by reference. The SOW constitutes the complete and exclusive agreement between the parties with regard to the Security Services, and supersedes all prior oral and written proposals, agreements, representations and other communications between the parties with respect to the consulting and implementation services and shall prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any order or other document submitted by the parties. The Security Services will be provided in accordance with the terms and conditions set forth in the TSA and the SOW. With respect to the Security Services, in the event of any conflict between the terms and conditions set forth in the TSA and the terms and conditions set forth in the SOW, the terms and conditions set forth in the SOW shall apply. Customer acknowledges that the Security Services may be directly provided by Cybertrust, Inc. (an affiliate of Provider) ("Cybertrust") and consents to the provision of the Security Services by Cybertrust as set forth in this Amendment 39.

3. OTHER TERMS AND CONDITIONS

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