

UT-030483 (AF)

11-30-05

RECEIVED
RECORDS MANAGEMENT

The Verizon logo, consisting of a checkmark symbol above the word "verizon" in a bold, lowercase sans-serif font.

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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

Verizon Northwest Inc.

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

October 7, 2005

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

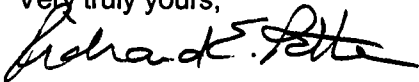
Subject: **AFFILIATED INTEREST AGREEMENT – ADVICE NO. 252**

Dear Ms. Washburn:

Enclosed for filing with the Commission are verified copies of the 29th Addendum to the National Agent Agreement between Verizon operating companies, including Verizon Northwest Inc., and Verizon Wireless and an Assignment and Assumption Agreement. See Docket UT-030483 for prior filings with regard to the agency agreement. The 29th addendum documents the results of a periodic review of the pricing in accordance with FCC rules. The adjustment, which increases pricing, covers the period from February 1, 2005 until the next review. Such revenues are booked to non-regulated accounts. The assignment document relates to an internal change in the administration of the agency agreement.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Richard E. Potter".

Richard E. Potter
Director
Public Policy Affairs, Policy & Communications

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of a Service Agreement (Intracorporate Information Exchange) between Verizon operating companies, including Verizon Northwest Inc., and Verizon long distance companies.

Richard E. Potter Date: 10.7.05

Richard E. Potter
Director
Verizon Northwest Inc.


TWENTY-NINTH ADDENDUM
NATIONAL AGENT AGREEMENT
C0405201

Cellco Partnership, doing business as Verizon Wireless (hereinafter "Verizon Wireless"), as successor in interest to GTE Wireless Incorporated, on its own behalf and on behalf of certain affiliates, and Verizon Services Corporation (hereinafter "Agent") hereby agree to amend the National Agent Agreement, (Agent Contract No. C0405201) dated March 1, 1996, as amended (the "Agreement"). Verizon Wireless and Agent may be referred to collectively as the "Parties," and singularly as a "Party."

1. Exhibit D of the Agreement shall be deleted in its entirety and replaced with the Exhibit D entitled AGENT COMMISSION PLAN attached hereto. This new Compensation shall be effective February 1, 2005.
2. All other terms and conditions contained in the Agreement not specifically modified herein shall remain in full force and effect.
3. This Addendum shall be effective when executed by both Parties ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed and delivered this Twenty-Ninth Addendum to the Agreement.

CELLCO PARTNERSHIP
dba Verizon Wireless

By: 
Name: Lowell McAdam
Title: EVP & COO
Date: 6/22/05

VERIZON SERVICES CORPORATION

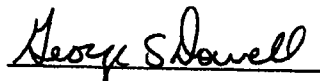
By: 
Name: GEORGE S. DAWELL
Title: VP-SUPPLY CHAIN SERVICES
Date: 2/28/05

Exhibit D
AGENT COMMISSION PLAN

I. Conditions

Verizon Wireless shall pay Agent Commissions for sales activity in any of the Cellular Service Areas within the Territory set forth in Exhibit B and B-1 of the Agreement, subject to the terms and conditions set forth in Section 4.3 of the Agreement and the terms and conditions set forth below.

- A. Commissions shall be paid for sales activity during a Commission Period within thirty (30) days after that Commission Period ends.
- B. Commissions shall be paid only with respect to CSAs submitted by Agent as prescribed and approved by Verizon Wireless. No Commission shall be paid unless Agent has, on a timely basis, submitted all deposits and appropriate documentation. All documentation must be accurately completed to the reasonable satisfaction of Verizon Wireless and signed by the Subscriber in accordance with Verizon Wireless' procedures.
- C. Commissions shall be charged back to Agent for any Subscriber that (i) does not remain active on the Verizon Wireless' system or generates no airtime for the first ninety (90) consecutive days of service; (ii) is disconnected from service for failure to pay for service provided during the first ninety (90) days, even if such failure to pay and/or disconnection occurs after the first ninety (90) days of service.
- D. In the Territories set forth in Exhibit B and B-1, no Commissions shall be paid to Agent for CTS referrals if Verizon Wireless notifies Agent that the Subscriber either terminated service within one hundred and eighty days (180) days prior to the then-current activation or had previously terminated Verizon Wireless' service twice during the preceding twelve (12) months, provided that Agent is notified at the later of (i) five (5) business days following any such activation; or (ii) upon credit approval.
- E. If Agent disputes Commissions that have been paid by Verizon Wireless, Agent has one hundred and twenty (120) days from Agent's receipt of commission payments and documentation of activity from the disputed item's transaction period to notify Verizon Wireless in writing together with supporting documentation and request review of such dispute. After that time, payment will be deemed correct. Verizon Wireless will not pay Commissions on any discrepancies not identified within the time allocated.
- F. In the event Commissions are paid by Verizon Wireless that were not due or payable to Agent as set forth above, Verizon Wireless will deduct such improperly paid Commissions from future Commission payments. Agent shall be responsible for reimbursing Verizon Wireless for any improperly paid Commissions should this Agreement expire or is otherwise terminated or should the next payable Commission payment not be sufficient to cover the deficiency.

- G. Verizon Wireless shall not be liable to Agent in any manner if any order for CTS is obtained by Verizon Wireless or by any other agent, retailer or reseller of Verizon Wireless' or third parties, even though Agent may have previously solicited the Subscriber who placed the order or made the purchase.

II. Commissions

A. Activations

Verizon Wireless shall pay and Agent shall accept a one-time commission payment for each Number activated on an Authorized Published Post Paid Rate Plan with a minimum twelve (12) month service agreement, excluding Numbers assigned by Verizon Wireless for demonstration purposes, ("Activation Commission") as set forth in Table 1 below.

TABLE 1

Level I	\$156.00	\$156.00
Level II	\$230.00	\$260.00
Level III	\$150.00	\$175.00
Level IV	\$260.00	\$310.00
Level V	\$275.00	\$325.00

The rate plan categories for the Cellular Service Area within the Territory of the Agreement are as follows:

Level I-Published DIGITAL consumer and business rate plans, excluding Specialty Plans, with monthly access rates less than or equal to \$20.00 and all published ANALOG consumer and business rate plans.

Level II-Published DIGITAL consumer and business rate plans with monthly access rates from \$20.01 to \$59.98. Digital plans are those rate plans that require the Subscriber to utilize 800 MHz CDMA equipment.

Level III-all DIGITAL and ANALOG Specialty Plans (including, but not limited to Share-A-Minute plans (or similar family type plans), Safety plans, Additional Lines, Employee and Association plans, and Talkalong plans. Specialty Plans vary from market to market.)

Level IV-Published DIGITAL consumer and business rate plans with monthly access rates from \$59.99 to \$99.98.

Level V - :Published DIGITAL consumer and business rate plans with monthly access greater than or equal to \$99.99.

Digital calling plans may only be made available to Subscribers with digital service and a CDMA digital phone of the type required by the price plan (i.e., dual-mode or tri-mode).

B. Enhanced Service Features

Verizon Wireless will pay Agent for each new Subscriber enrolled onto an enhanced service feature by Agent according to the schedule below if Subscriber pays an additional monthly fee for such enhanced service features provided these features are neither bundled in the rate plan at the time of activation nor are being offered at no additional charge as part of a network promotion. Verizon Wireless, in its sole discretion may add, delete, suspend or modify the enhanced features and/or the amount of the enhanced features commission at any time, upon thirty (30) days prior written notice to Agent. Enhanced features commissions are subject to chargeback if Subscriber does not meet the conditions set forth in Paragraph C, Section I of Exhibit D to the Agreement. If a Subscriber is disconnected from Verizon Wireless' enhanced service features for any reason within ninety (90) consecutive days or less after the Subscriber's activation date or enrollment onto an enhanced service feature, amounts owed Agent by Verizon Wireless will be reduced by the amount of the enhanced service commissions already paid by Verizon Wireless to Agent for that Subscriber. If there are insufficient amounts owed Agent by Verizon Wireless to effect such reductions, Agent shall pay any remaining sums to Verizon Wireless immediately upon demand.

The Enhanced Service Features Commission amounts are set forth in Table 2 below:

TABLE 2

Enhanced Feature Access	Features Commission
\$0.01 - \$4.99	\$3.00
\$5.00 - \$9.99	\$5.00
\$10.00 - \$19.99	\$10.00
\$20.00 - \$34.99	\$10.00
\$35.00 - \$74.99	\$30.00
\$75.00 +	\$50.00

C. Upgraded Equipment Program

Verizon Wireless shall pay Agent one hundred fifty dollars (\$150.00) commission for the sale of new digital Authenticatable equipment only when Subscribers upgrade existing equipment on an eligible price plan or program for one (1) year. If Subscriber upgrades and executes a new agreement for an eligible two (2) or three (3) year price plan commission will be one hundred seventy five dollars (\$175.00).

In order to be eligible to participate in the program the Subscriber must meet the following criteria:

- Subscriber must be on Verizon Wireless' service for the minimum period required by the Region's current upgrade policy prior to the renewal date.

- Subscriber must be in good standing (no more than thirty [30] days past due)
- Subscriber must sign a new one or two year agreement to extend Verizon Wireless' service on an eligible upgrade price plan or program
- After the initial upgrade, Subscriber may only upgrade in accordance with Verizon Wireless' then current upgrade policy.
- Agent must ensure that Subscriber signs the most recent version of Verizon Wireless' Customer Agreement.

Verizon Wireless shall pay Agent's Upgrade Commission after the Regional Finance and Operations staff have verified that the above stipulations have been met and all regional requirements have been met. Verizon Wireless' Upgraded Equipment Program Policy is subject to change without notice and is subject to policies and guidelines set by the Region. Upgrade Commissions shall be charged back to Agent for any Subscriber who disconnects service within ninety (90) consecutive days after the upgrade.

Fulfillment of equipment shall be made by Agent. Cellular equipment provided must be digital, authenticatable and compatible with Verizon Wireless' network and must be programmed with Verizon Wireless' then current preferred roaming list in digital markets. All equipment activated on the Verizon Wireless network shall be "E911 Compliant", which means the equipment satisfies Verizon Wireless' obligations under the FCC Order dated October 10, 2001, CC Docket No. 94-102, 16 FCC Rcd 18634. All requests to activate equipment by Agent will be screened by the Verizon Wireless automated system that prevents equipment that is not E911 Compliant from being activated on the Verizon Wireless network. Failure to provide correct phones will result in chargeback of commission.

III. Advertising support

In order to support Verizon Wireless branding efforts, Verizon Wireless will provide advertising support to Agent as set forth below:

- A. Verizon Wireless will provide notification to Agent of all Verizon Wireless promotions.
- B. Verizon Wireless will identify Agent's locations in the Territory in Verizon Wireless' company owned retail channel advertising, where appropriate.

IV. Business Development Fund

During the term of this Agreement, Verizon Wireless shall accrue an allowance of ten dollars (\$10.00) per activation of a Number on a digital Authorized Rate Plan (excluding Prepaid plans) with a minimum twelve (12) month service agreement by Agent ("Business Development Fund" or "BDF"). Said Business Development Funds are to be specifically used to market Verizon Wireless' CTS in conjunction with the sale of Agent's cellular equipment.

- A. Business Development Funds may not be used as set-offs against debts owed to Verizon Wireless or used in any other manner.

- B. Accrual of Business Development Funds shall cease upon termination of this Agreement by either party.
- C. Agent agrees to adhere to all guidelines pertaining to the use of Verizon Wireless' Marks when including the Marks in advertising. Agent shall allow Verizon Wireless to examine and approve advertising, collateral materials, and related documents that utilize Verizon Wireless' Marks or identify Verizon Wireless' service prior to production and/or publication.
- D. Prior to publication or production of any materials for which Agent plans to seek reimbursement from the Business Development Fund, Agent must submit a written request for pre-approval to Verizon Wireless according to the terms and conditions mutually agreed upon by the parties. Claims submitted without Verizon Wireless' prior written approval will not be paid, and any associated damages or retractions may be subtracted from future accruals of Business Development Funds.
- E. In order to receive reimbursement from the Business Development Fund, Agent must submit a written claim to Verizon Wireless according to the terms and conditions mutually agreed upon by the parties. Claims will be paid within thirty (30) days of receipt by Verizon Wireless if adequate Business Development Funds have accrued. If the balance of Business Development Funds is not sufficient to cover the full claim at the time of submission, the claim may be resubmitted by Agent when additional BDF has accrued.
- F. Business Development Funds accrued in a calendar year must be used by May 31 of the following calendar year. All claims for payment must be submitted to Verizon Wireless no later than May 31 of the calendar year following the year in which they were accrued. Claims submitted for payment in accordance with the terms and conditions of the program as mutually agreed upon will be paid notwithstanding the expiration or termination of the Agreement.

ASSIGNMENT AND ASSUMPTION
AGREEMENT

This Assignment and Assumption Agreement is made and entered into as of February 25, 2005, by and between Verizon Communications Operating Companies (Assignor) and Verizon Services Corporation (Assignee), and Cellco Partnership, doing business as Verizon Wireless ("Verizon Wireless").

Whereas Assignor, on March 1, 1996, entered into a National Agent Agreement with Verizon Wireless, (the "National Agent Agreement"), to offer Cellular Telephone Service in the Territory upon the terms set forth in the National Agent Agreement as amended; and

Whereas the National Agent Agreement is by its terms assignable only with the written consent of Verizon Wireless, the performance of the duties thereunder delegable only with the written consent of Verizon Wireless, and the Assignee desires to acquire the rights and is willing to perform the duties of Assignor thereunder;

Now therefore, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of its right, title, and interest in the National Agent Agreement with Verizon Wireless dated March 1, 1996 (Verizon Wireless Contract No.740-00-0065).

2. Performance of Duties. Assignee hereby assumes and agrees to perform and carry out all of Assignor's duties and obligations arising under the National Agent Agreement.

3. All terms and conditions of this Assignment and Assumption Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

4. Assignor waives any claims and rights against Verizon Wireless that it now has or may have in the future in connection with the National Agent Agreement.

5. Assignor agrees to pay Verizon Wireless all outstanding balances for chargebacks, equipment Card and PIN purchases and sales made by Assignor through the Datascape System, through the date of the execution of this Assignment and Assumption Agreement, and Assignee agrees to pay Verizon Wireless all monies due for chargebacks, equipment and Card and PIN purchases and sales made by Assignor through the Datascape after such date.

6. Assignor guarantees payment by Assignee of all liabilities and performance by Assignee of all obligations assumed by Assignee.

7. Verizon Wireless hereby consents to the within assignment.

8. This Agreement shall be governed by the law of the State of New York without reference to its conflict of law rules. All actions under this Agreement shall be brought in a court of competent subject matter jurisdiction in New York and both parties agree to accept the personal jurisdiction of such court.

9. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

Date: 2/24/05

Assignor:

By: George S. Dowell

NAME: GEORGE S. DOWELL

TITLE: VP - SUPPLY CHAIN SERVICES

Date: 2/24/05

Assignee:

By: George S. Dowell

NAME: GEORGE S. DOWELL

TITLE: VP - SUPPLY CHAIN SERVICES

Date: 4/23/05

Cellco Partnership
dba Verizon Wireless

By: L. C. McAdam

NAME: LOWELL C. McADAM

TITLE: EXECUTIVE VICE PRESIDENT &
CHIEF OPERATING OFFICER