



Verizon Northwest Inc.

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

May 14, 2009

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. 390  
Ref. UT-082030

To whom it may concern:

Please substitute the attached document for the one previously e-filed. When making that filing I inadvertently attached a draft redacted version.

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". The signature is written in a cursive, flowing style.

Richard E. Potter  
Director  
Public Affairs, Policy & Communications

Attachment



**AMENDMENT ONE  
TO  
BILLING SERVICES AGREEMENT  
BETWEEN  
VERIZON AFFILIATES  
AND  
VERIZON SERVICES CORP.**

This Amendment One (this "Amendment"), dated as of October 1, 2008 (the "Amendment Effective Date"), amends the Billing Services Agreement, dated as of October 1, 2008, as amended and as in effect (the "Agreement"), between Verizon Services Corp., with offices at One Verizon Way, Basking Ridge, New Jersey 07920, on behalf of its affiliated Incumbent Local Exchange Carriers (individually and collectively, "Verizon") and the Verizon Affiliates listed in Attachments D1 through D6 of the Agreement (each individually a "Carrier" and collectively the "Carriers"). Verizon and Carriers may be referred to hereinafter each, individually, as a "Party" and, collectively, as the "Parties".

**WITNESSETH:**

**WHEREAS**, the pricing for the Supplemental Services of Rating as defined in the Agreement was inadvertently omitted from the Agreement; and

**WHEREAS**, the Carriers signing this Amendment are the only Carriers currently subscribing to Rating and are the only parties to the Agreement materially affected by this Amendment; and

**WHEREAS**, Verizon and the Carriers are willing to amend the Agreement as set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intended to be bound, hereby agree as follows:

1. **Amendments to the Agreement.** Effective as of the Amendment Effective Date, Attachment B of the Agreement, entitled "Rates and Charges for the Services" is hereby amended by amending and restating the table entitled "Service Attachment 4 – Supplemental Services (Where Available)" as follows:

|              |                              |          |
|--------------|------------------------------|----------|
| <b>SA4.2</b> | Per completed Billing Record | \$0.0225 |
|              | <b>Rating</b>                |          |
|              | Per completed Billing Record | \$0.0078 |

2. **Effective Date of the Amendment.** This Amendment shall become effective as of the Amendment Effective Date. Notwithstanding the foregoing, to the extent that any state (or District of Columbia) statute, order, rule or regulation or any regulatory agency having competent jurisdiction over any party to this Amendment requires that this Amendment be filed with or approved by such regulatory agency before the Amendment may be effective, this Amendment shall not be effective in such state (or

the District of Columbia) until the first Business Day after such approval or filing shall have occurred.

3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent set forth in this Amendment, the rates, terms and conditions of the Agreement shall remain in full force and effect. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement.
4. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, terms and conditions of the Agreement to the extent necessary to give effect to the rates, terms and conditions of this Amendment. In the event of a conflict between the rates, terms and conditions of this Amendment and the rates, terms and conditions of the Agreement, this Amendment shall govern.
5. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
6. Captions. The parties hereto acknowledge that the captions in this Amendment have been inserted solely for the convenience of reference and in no way define or limit the scope or substance of any rate, term or condition of this Amendment.
7. Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against any party hereto.
8. Capitalized Terms. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement.
9. Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the parties hereto.
10. Waivers. A failure or delay of any party hereto to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives, executed as of the Amendment Effective Date.

**BELL ATLANTIC COMMUNICATIONS, INC.**  
d/b/a/ VERIZON LONG DISTANCE  
NYNEX LONG DISTANCE COMPANY d/b/a  
VERIZON ENTERPRISE SOLUTIONS

**VERIZON SERVICES CORP.**

By: *Vincent J. Woodbury*

By: \_\_\_\_\_

Name: Vincent J. Woodbury

Name: \_\_\_\_\_

Title: President -  
Bell Atlantic Communications, Inc. d/b/a  
Verizon Long Distance and  
NYNEX Long Distance Company d/b/a  
Verizon Enterprise Solutions

Title: \_\_\_\_\_

Date: 10-29-08

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives, executed as of the Amendment Effective Date.

BELL ATLANTIC COMMUNICATIONS, INC.  
d/b/a/ VERIZON LONG DISTANCE  
NYNEX LONG DISTANCE COMPANY d/b/a  
VERIZON ENTERPRISE SOLUTIONS

VERIZON SERVICES CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Amy Stang  
Name: [Signature]  
Title: Director  
Date: 10-1-08

**Exhibit A**  
**to Amendment One**

**[Attached]**

|              |                              |
|--------------|------------------------------|
| SA4.2 Rating |                              |
| SA4.2 Rating | Per completed Billing Record |
|              | \$0.0225                     |
| SA4.2 Rating | Per completed Billing Record |
|              | \$0.0078                     |