

**SUMMARY:**

Date: **August 12, 2015**

Contract Maximum: **\$11,500.00**

Consultant: **David C. Bergmann**

Termination Date: **August 12, 2016**

**CONTRACT FOR EXPERT'S SERVICES  
911 OUTAGE COMPLAINT UT-140597**

1. Parties. This Agreement is entered into on the date indicated below between the Office of the Attorney General of the State of Washington and **David C. Bergmann** (hereinafter Contractor). Contractor is hired by the State of Washington pursuant to this Agreement to perform expert consulting services including expert testimony as needed.

2. Scope of Work. Contractor agrees to provide expert consulting including expert testimony at trial (adjudicative hearing) or deposition as needed on the following subjects: **Present recommendation and policy considerations regarding the Washington Utilities and Transportation Commission complaint against CenturyLink for the April 2014 911 outage.**

Such work shall include, as requested by the Office of the Attorney General of the State of Washington, but not be limited to:

- A. **Review Staff Investigation Report and relevant FCC orders and reports.**
- B. **Prepare and review written discovery, as needed.**
- C. **Technical support (additional discovery, settlement, preparation for cross-examination, briefs and reply briefs)**
- D. **Written and oral expert testimony (direct and reply cases); review other parties' testimony.**
- E. **Attend hearing.**
- F. **Analysis of final order.**

Contractor understands that it is essential that such work shall be completed in a timely fashion in accordance with the procedural schedule adopted by the Washington Utilities and Transportation Commission for this proceeding.

3. Compensation and Contract Maximum. The State of Washington will pay Contractor for the service of **David C. Bergmann** at the rate of **\$125.00** up to a total contract maximum amount for services, including office and travel expenses, of **\$11,500.00**. The State of Washington will reimburse Contractor for the actual travel expenses incurred in rendering services under this Agreement, not to exceed the amount of travel expenses allowed for State of Washington employees. It is the responsibility of the Contractor to make certain that the contract maximum is not exceeded.

4. Non-Assignment. This Agreement is not assignable by Contractor either in whole or in part. The services under this contract shall be performed by **David C. Bergmann** or under his immediate supervision. Testimony shall be that of **David C. Bergmann** unless another person is specifically agreed to in writing by the State of Washington and Contractor.

5. Exclusivity and Public Statements. Contractor services will be for the development of the Public Counsel case exclusively. Contractor is not authorized to make any statements to the news media

regarding the case, docket, or matter which is the subject of this Agreement without prior approval of Public Counsel.

6. Indemnification. The Contractor agrees to indemnify, defend and save harmless the State of Washington and its representatives, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any persons, firms or corporations who may be injured or damaged by Contractor in the performance of this Agreement.

7. Independent Contractor. The parties to this Agreement agree that Contractor, and any agents employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as employees or agents of the State of Washington.

8. Termination. The State of Washington or Contractor may terminate this Agreement at any time upon written notice to the other party. The State of Washington also may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform as required by this Agreement at the time and in the manner agreed upon. In the event of such termination, the State of Washington may proceed with the work in any manner deemed proper by the State of Washington. Within thirty days after termination pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed contract work completed before termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, and reports prepared under this agreement shall, at the option of the Attorney General's Office, become its property

9. Alteration in Writing. It is agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between parties hereto shall be binding on any of the parties.

10. Contract Submitted. This Agreement, and any subsequent revisions must be submitted to appropriate agencies of the State of Washington prior to the commencement of any work under the Agreement or revision.

11. Invoices. Contractor shall electronically submit invoices on a monthly basis to the Attorney General of Washington, Public Counsel Section, c/o Simon J. ffitich ([simonf@atg.wa.gov](mailto:simonf@atg.wa.gov)) and Carol Baker ([carolw@atg.wa.gov](mailto:carolw@atg.wa.gov)). All invoices by the Contractor for compensation under this Agreement shall provide the time spent with a brief narrative of the work performed and the unspent balance remaining on the contract. Invoices seeking reimbursement for travel expenses shall include receipts for hotel, airfare, auto rental, and parking, as applicable.

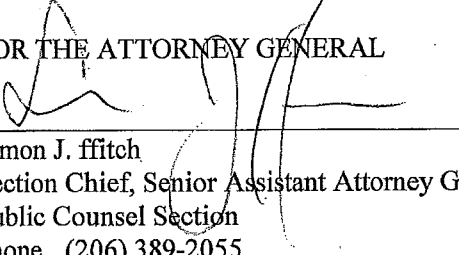
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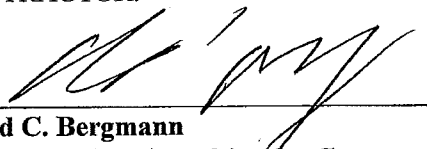
12. Term. This contract shall remain in effect for twelve (12) months after execution.

Agreed to this 12th day of August, 2015.

FOR THE ATTORNEY GENERAL

  
\_\_\_\_\_  
Simon J. Ffitch  
Section Chief, Senior Assistant Attorney General  
Public Counsel Section  
phone (206) 389-2055  
fax (206) 464-6451  
email [simonf@atg.wa.gov](mailto:simonf@atg.wa.gov)

CONTRACTOR:

  
\_\_\_\_\_  
David C. Bergmann  
Telecom Policy Consulting for Consumers  
3293 Noreen Drive  
Columbus, OH 43221  
PH: 614-771-5979; Cell: 614-595-4796; [david.c.bergmann@gmail.com](mailto:david.c.bergmann@gmail.com)

Employers Identification Number: 280-46-9473

Termination date of contract: **August 12, 2016**

Does contractor require 1099 Miscellaneous tax earnings information? \*X\*\*\*\* (Yes)

Have you ever been employed by the State of Washington?

\_\_\_\_ Yes. If yes, note agency and date employment terminated.

Agency: \_\_\_\_\_ Date terminated: \_\_\_\_\_

X No.