

EXHIBIT D

**PERSONAL SERVICES CONTRACT
(Expert Witness)**

THIS CONTRACT is made and entered into between the WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION (Commission) and ASHUM CORP. located at PO BOX 1569, Lake Dallas, TX 75065-1569 (Contractor) in the matter of CenturyLink Communications LLC (CenturyLink), Docket No. UT-181051.

The Commission and the Contractor agree as follows:

I. INTRODUCTION

A. Pursuant to prior communications between the parties, in which the terms and conditions of this agreement have been discussed, the Contractor will provide the Commission with expertise in the preparation of testimony and exhibits and perform associated duties as well as appear as an expert witness for Commission Staff relating to the analyses of a statewide communications service outage that began on December 27, 2018, and affected Washington's 911 emergency services.

B. The Commission has determined that the Contractor's extensive familiarity and knowledge of telecommunications systems, operations, and management lead to the conclusion that the Contractor is the person best qualified to undertake this assignment.

II. SCOPE OF WORK

A. The Contractor will perform the following tasks relating to the matters described above, to the extent funded under this contract:

1. Review Commission Staff reports that examine and determine the root cause of the communications service outage which began on December 27, 2018, and affected 911 emergency services in the state of Washington. Review McNealy Affidavit (Exh. MDV-3C) in Docket No. UT-181051. Review analysis and testimony prepared by QSI Consulting.
2. Prepare Commission Staff data requests to CenturyLink, and TeleCommunication Systems, Inc. (TSYS) d/b/a Comtech Telecommunications Corp., (Comtech) and other parties, and responses to Commission Staff data requests from CenturyLink and Comtech and other parties.

**PERSONAL SERVICES CONTRACT
(Expert Witness)
23-PS-46**

EXHIBIT D

3. Assist Commission Staff and counsel in preparing for cross-examination and the cross-examination of witnesses of CenturyLink and Comtech and other parties and, if requested, attend the hearings at which such witnesses are cross-examined.
4. Review the prefiled direct and rebuttal testimony of CenturyLink, Comtech, and other parties, along with supporting exhibits, and the direct, surrebuttal/cross-answering, and any other testimony of all parties, as well as other materials submitted by Commission Staff and counsel relating to such testimony.
5. Prepare testimony on behalf of Commission Staff.
6. Prepare for and stand cross-examination at hearing in Lacey, Washington on Contractor's testimony.
7. Assist Commission Staff and counsel in the preparation of briefs regarding the December 2018, service outage and 911 impact.

B. The Contractor will perform the above-described services in consultation with Commission Staff, counsel for the Commission, and other persons as directed by counsel and be available to Commission Staff and counsel in the preparation of testimony and in responding to the case presented by CenturyLink, Comtech, and other parties.

C. The Contractor personally will be responsible for the development of its testimony and will provide a qualified witness (Robert Akl) for purposes of presenting and supporting the same at the hearings, except as may be authorized by counsel for the Commission. The Contractor will commit itself to the completion of the purposes for which it is engaged, including any responsibilities as an expert witness. The Contractor understands that it is essential that testimony and exhibits be prepared for distribution in compliance with a procedural schedule established by the Commission. Contractor, therefore, agrees to perform the above-described services in accordance with a reasonable schedule to be established by Commission Staff and counsel.

D. The work envisioned under this contract does not supplant work that Commission Staff otherwise would be able to perform in a timely manner.

E. At the conclusion of the contract period of performance as specified in Section III, all material prepared under this agreement, including but not limited to all finished or unfinished documents, data, studies, surveys, and reports, shall, at the option of the Commission, become its property.

PERSONAL SERVICES CONTRACT
(Expert Witness)
23-PS-46

EXHIBIT D

III. PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will begin as of the date of the fully executed contract and continue through September 30, 2022, unless otherwise agreed upon as provided herein.

IV. COMPENSATION AND PAYMENT

A. Contractor will provide the described services for a maximum of fifty-one thousand dollars (\$51,000). Contractor will invoice at the following hourly rates, depending upon the individual professional fulfilling necessary responsibilities under this contract:

Ashum Corp.	Hourly Rate
Dr. Robert Akl	\$850.00
Robert S. Tidwell	\$350.00

B. Miscellaneous expenses and expenses for travel from Lake Dallas, Texas to Lacey, Washington will be within the maximum sum stated above. The Commission will coordinate and directly pay for required airfare based on state travel policies and allowable rates; Contractor shall work with the Commission’s Contract Administrator for airfare reservations. Other approved travel expenses shall be reimbursed at the current allowable per diem rate or authorized state travel reimbursement rates. All travel receipts must be submitted to receive travel reimbursement. The Contractor’s maximum travel requirement will be two visits to Washington. The maximum number of days Contractor will be required to stay in Washington will be 3 days per visit. The travel requirements will be mutually decided upon by the Commission and the Contractor and may be less than the maximum travel requirements listed in this section. Notwithstanding the above, the parties to this Agreement anticipate that hearings in this matter will be virtually and remotely held before the Commission.

C. Invoices for compensation and reimbursement shall be submitted in such detail as may be required by the Chief Financial Officer of the Washington Utilities and Transportation Commission. Such statements shall be submitted monthly or at such other periodic intervals as may be approved by the Commission. The invoice shall include the contract reference number 23-PS-46. Statements shall not contain claim(s) for reimbursement for any item of expense not allowed as an expenditure by public agencies of this state.

D. At least ten percent of the total maximum compensation and reimbursement shall be withheld until all phases of the contract are completed.

EXHIBIT D

V. CONTRACT REPRESENTATIVES

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of the contract.

Contract Manager for CONTRACTOR:	Contract Manager for COMMISSION:
Robert Akl Ashum Corp. PO Box 1569, Lake Dallas, TX 75065 Phone: (214) 972-1972 E-mail address: robert.akl@ashumcorp.com	Deborah Reynolds, UTC Acting Regulatory Director P.O. Box 47250 Olympia, WA 98504-7250 Phone: (360) 664-1255 Fax: (360) 753-2629 E-mail address: deborah.reynolds@utc.wa.gov
	Contract Administrator for COMMISSION:
	Amy Andrews, Deputy Director/CFO P.O. Box 47250 Olympia, WA 98504-7250 Phone: (360) 664-1228 Fax: (360) 664-1289 E-mail address: amy.andrews@utc.wa.gov

VI. TERMINATION

The Commission reserves the right to terminate Contractor's engagement at any time upon five days' notice by registered mail. The obligation of the Commission thereupon shall be limited to compensation and reimbursement for services rendered prior to notice of termination and otherwise subject to claim. 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 Commission, become its property.

VII. MISCELLANEOUS PROVISIONS

A. The Commission may enter a protective order (or orders) in the docket at issue. A protective order is designed to protect from public disclosure any information deemed "confidential" under applicable laws of the state of Washington. Typically, a protective order places the obligation on the person claiming confidentiality to mark such information as "Confidential" per the protective order, and to provide such information to the Commission and the parties in sealed envelopes and on colored paper. A protective order typically places the

PERSONAL SERVICES CONTRACT

(Expert Witness)

23-PS-46

EXHIBIT D

obligation on other participants (such as Commission Staff and Contractor) to treat such information as confidential. If the Commission issues any protective orders in the docket at issue, Commission Staff will provide Contractor a copy. Contractor is expected to review the protective order(s), sign an expert's agreement to be bound by the terms of such an order(s), and comply with the terms of such an order(s) by, among other things, treating the information designated "Confidential" as confidential, per the terms of the protective order(s). Commission Staff and counsel for Commission Staff will assist Contractor in complying with the protective order. In the absence of a protective order, non-disclosure agreements may be required to accomplish the same terms as a protective order.

B. The Contractor shall maintain all writings, documents, and other records, including correspondence, relating to the contract and to the Scope of Work described at section II of this contract. These records must be maintained in such a manner that they can be readily identified and retrieved, in the event of a discovery request or a request for public records. The Contractor shall retain all such records for a period of no less than six years from the date the matter is concluded, unless otherwise directed by the Contract Administrator of the Commission.

C. The Contractor may not assign, delegate, or subcontract for the performance of any of his responsibilities under this contract without the Commission's prior written consent.

D. This contract shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County, Washington. The Contractor by execution of this contract acknowledges the jurisdiction of the courts of the state of Washington in this matter.

E. The Contractor and his employees or agents performing under this contract are not employees or agents of the Commission. No such person shall hold himself or herself out as nor claim to be an officer or employee of the Commission or of the state of Washington.

F. The Contractor agrees that any information reviewed by Contractor that is collected by the Commission about a natural person and readily identifiable to that specific individual may be used solely for the purposes of this contract and may not be shared with, transferred, or sold to unauthorized third parties.

G. The Contractor agrees to defend, hold harmless, and indemnify the state of Washington and the Commission, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the Contractor's performance or activities hereunder.

H. This contract maybe modified only by a written agreement signed by authorized representatives of the parties.

PERSONAL SERVICES CONTRACT
(Expert Witness)
23-PS-46

EXHIBIT D

THIS CONTRACT, consisting of six pages is executed by the persons signing below who warrant that they have the authority to execute this contract.

ASHUM CORP.

STATE OF WASHINGTON
UTILITIES AND TRANSPORTATION
COMMISSION

By _____
ROBERT AKL
PRESIDENT

By _____
AMANDA MAXWELL
EXECUTIVE DIRECTOR AND
SECRETARY

Date _____

Date _____

Approved as to form only:

Assistant Attorney General

Date _____

PERSONAL SERVICES CONTRACT
(Expert Witness)
23-PS-46