



**OPERATIONAL PERSONAL SERVICES AGREEMENT NO. 2024-1017
GENERAL COUNSEL LEGAL SERVICES**

THIS AGREEMENT, is made by and between the Port of Olympia, a Washington municipal corporation (the "Port") and the Dickson Frohlich Phillips Burgess PLLC, UBI 604-985-657 (the "Consultant"), and collectively sometimes referred to as "Parties" or individually as "Party" for the purpose of this Agreement.

WHEREAS, the Port desires to retain the Consultant to provide legal services in the role of General Counsel to the Port as requested by the Executive Director, and other services as mutually agreed upon in writing (the "Project"), which requires specialized skills and other support capabilities the Port is not able to provide; and

WHEREAS, the Consultant is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, to perform the services and/or tasks set forth in this Agreement for the Project.

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services.

- a. The Consultant shall perform such services and accomplish such tasks, as requested by the Port, including the furnishing of all materials and equipment necessary for full performance thereof (the "Services"), as detailed in Exhibit "A". All Services shall be provided according to the care and skill ordinarily used by members of the Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality as the Services being performed. As an attorney engaged in the business of legal services, all necessary licenses and registrations have been obtained.

2. Term.

- a. This Agreement is effective upon execution by an Authorized Representative for the Consultant and the Executive Director of the Port. The Consultant shall begin and complete the provision of the Services, unless sooner terminated according to this Agreement, as follows:

Commencement Date:	July 1, 2024
Completion Date:	June 30, 2025



3. Amendments.

- a. Any changes to this Agreement, after execution, will be made through a mutually agreed upon Amendment(s) and ratified by signature of the appropriate Authorized Representatives of each Party.

4. Compensation and Method of Payment.

a. Compensation.

- i. The Port shall pay the Consultant according to the Fee & Expenses shown in Exhibit "A". The Parties agree to a not-to-exceed amount for this Agreement of two hundred fifty thousand dollars and zero cents (\$250,000.00), for the initial term of this Agreement.
- ii. No payment shall be made for any Service rendered by the Consultant except for Services and expenses identified in this Agreement.

b. Method of Payment.

- i. The Consultant will transmit invoices to the Port no more often than once each month, for the Services and expenses provided pursuant to this Agreement. All invoices shall list the actual dates during which the Services were performed and shall include a report generally describing the progress of the Services and the Project. Payment for the amount stated on the invoice shall be due thirty (30) days from the receipt of the invoice by the Port.

5. Information Requests.

- a. The Consultant shall furnish to the Port within a reasonable time such statements, records, reports, data, and information as the Port may request pertaining to the Services and the Project.

6. Independent Contractor Relationship.

- a. The Parties intend that an independent contractor relationship will be created by this Agreement. The Port is interested primarily in the results to be achieved by the Services. Implementation of the Services will lie solely within the discretion of the Consultant. No agent, employee, servant or representative of the Consultant shall be deemed an employee, agent, servant or representative of the Port for any purpose, and the employees of the Consultant are not entitled to any of the benefits the Port provides for its employees. The Consultant will be solely and entirely responsible for



its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of the Services.

- b. In the performance of the Services, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the Services; however, the results of the Services shall be approved by the Port and shall be subject to the Port's general rights of inspection and review to secure the satisfactory performances of the Services. Notwithstanding, the Port may, at its sole discretion, require the Consultant to remove an employee(s), agent(s) or subcontractor(s) from providing Services or otherwise being involved with the Project.

7. Right to Inspection.

- a. The Port reserves the right to, or have a third party, inspect the Services provided in this Agreement at any time. The Services shall be approved by the Port and shall be subject to the Port's general rights of inspection and review to secure the satisfactory performances of the Services prior to payment.

8. Hold Harmless/Indemnification.

- a. Consultant shall defend, indemnify and hold the Port, its officers, officials, employees, contractors and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the PORT.
- b. For purposes of this indemnification and hold harmless agreement, the Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The Parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

9. Insurance.

- a. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the Services by the Consultant, its agents, representatives, or employees.
- b. Consultant shall obtain insurance of the types described below:
 - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property



damage of One Million Dollars (\$1,000,000) per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate. The Port shall be named as an insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the Port.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability Insurance appropriate to the Consultant's profession, with limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.
- c. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
 - i. The Consultant's insurance coverage shall be primary insurance with respect to the Port. Any insurance, self-insurance, or insurance pool coverage maintained by the PORT shall be excess of the Consultant's insurance and shall not contribute with it.
 - ii. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either Party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Port.
- d. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- e. Consultant shall furnish the Port with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.



10. Dispute Resolution.

- a. Any controversy or claim arising related to this Agreement, or the breach thereof, shall be subject to dispute resolution as described.
 - i. Prior to the initiation of any action or proceeding to resolve disputes between the parties, both shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree.
 - ii. Failing resolution, the parties shall attempt to resolve the dispute through a mediation conducted by a person(s), or organization experienced in mediation initiated within thirty (30) days from the date of the request unless extended by agreement of both parties.
 - iii. The positions expressed and mediator's recommendations, if any, shall not be admissible as evidence in any subsequent proceeding. At all times during the course of any unresolved dispute between the parties, the Consultant shall supervise, direct and perform the Work in a diligent and professional manner and without delay as provided under the terms of the Agreement. The good faith completion of negotiation efforts and mediation pursuant to this Article shall be a prerequisite to the filing of any litigation.

11. Ownership of Property.

- a. Port Property.
 - i. All property furnished by the Port for the use of the Consultant shall remain the property of the Port.
- b. Instruments of Service.
 - i. All documents, including drawings and specifications, prepared by the Consultant pursuant to this Agreement are the instruments of service with respect to the Services and shall be owned by the PORT upon payment of the Consultant fee by the PORT. The Consultant shall provide the PORT with both the native file formats and reproducible copies of all documents, drawings, specifications, and other work products constituting the instruments of service. The instruments of service are not intended nor represented by the Consultant to be suitable for reuse by the Port or others on extensions of the services provided for the



Services, or any other project. Any reuse without written verification or adaptation by the Port will be at the Port's sole risk and without liability or legal exposure to the Consultant, and the Port shall indemnify and hold the Consultant harmless from all claims, damages; losses, and expenses including attorney's fees arising out of or resulting therefrom.

12. Compliance with Laws.

- a. The Consultant, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- b. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.
- c. Furthermore, the Consultant specifically agrees that any/all information provided to the PORT in regard to the Consultant Profile submitted is true and complete. If any response is found to be inaccurate, the PORT reserves the right to terminate this Agreement for cause and may seek compensation for damages based on time and severity.

13. Nondiscrimination.

- a. In the performance of this Agreement, the Consultant will not discriminate, or allow discrimination, against any employee or applicant for employment on any of the following grounds: race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.



- b. Additionally, the Consultant will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.
- c. If any assignment or subcontracting has been authorized by the Port, the assignment or subcontract shall include appropriate safeguards against discrimination.

14. Assignment/subcontracting.

- a. The Consultant shall not assign its performance of the Services or any portion of this Agreement without the PORT's prior written consent of not less than thirty (30) days. The Port reserves the right to reject without cause any such assignment.
- b. Any assignment shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- c. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the PORT.

15. Maintenance and Inspection of Records.

- a. The Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the PORT, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- b. The Consultant shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The Consultant agrees that the PORT or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.



16. Termination.

a. Termination for Convenience.

- i. The Port may terminate this Agreement, in whole or in part, at any time, by giving thirty (30) calendar days' written notice to the Consultant. Upon such termination for convenience, the PORT shall pay the Consultant for all Services provided under this Agreement through the date of termination.

b. Termination for Cause.

- i. If the Consultant fails to perform in the manner called for in this Agreement, or if the Consultant fails to comply with any other provisions of the Agreement and fails to correct such failure or noncompliance within five (5) business days' written notice thereof, the PORT may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default and the date of the termination. The Consultant will only be paid for Services performed in accordance with this Agreement through the date of termination.

17. Notice.

- a. All notices provided for in this Agreement shall be sent by certified mail to the addresses designated below:

Port

Contracts Coordinator
Port of Olympia
606 Columbia St. NW, STE 300
Olympia, WA 98501

Consultant

Robert Dickson
Dickson Frohlich Phillips Burgess PLLC
1200 East D Street
Tacoma, WA 98421

18. Attorney's Fees and Costs.

- a. In any dispute arising from the terms or performance of this Agreement, whether a lawsuit is commencing, the prevailing Party shall be entitled to recover from the other Party, in addition to any other relief to which such Party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including an appeal.



19. Jurisdiction and Venue.

- a. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and shall be governed by laws of the State of Washington, both as to interpretation and performance.
- b. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

20. Severability.

- a. If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Agreement.

21. Entire Agreement.

- a. This Agreement, including the Exhibit(s) attached, is the complete and exclusive expression of the agreement between the Parties and shall bind their successors and assigns. Any modification of this Agreement shall be in writing and signed by both PARTIES. Failure to comply with any provision of this Agreement shall constitute a material breach of contract and be cause for termination. The PARTIES recognize time is of the essence in the performance of this Agreement. The forgiveness or waiver of the nonperformance of any provision of this Agreement does not constitute a waiver of any subsequent nonperformance by a Party.

IN WITNESS WHEREOF, the PARTIES hereto have signed this Agreement on the day and year written below.

Port of Olympia

606 Columbia St. NW., STE 300

Olympia, WA 98501

DocuSigned by:

Alexandra Smith

6/27/2024

ED56C4DC1B074B6...

Alexandra Smith

Date

Executive Director

Dickson Frohlich Phillips Burgess PLLC

1200 East D Street

Tacoma, WA 98421

DocuSigned by:

Rob Dickson

6/27/2024

B36E2401AAD741F...

Robert Dickson

Date

Managing Partner

Exhibit A



**DICKSON FROHLICH
PHILLIPS BURGESS**
PLLC

90/100

May 17, 2024

Delivered by hand

Attn: Alex Smith, Executive Director
Port of Olympia
606 Columbia St. NW, Suite 300
Olympia, Washington 98501

RE: Response to Request for Proposal for General Counsel Services

Dear Ms. Smith:

Dickson Frohlich Phillips Burgess PLLC (the “firm” or “DFPB”) is pleased to respond to the Port of Olympia’s Request for Proposal for General Counsel Services (the “RFP”).

DFPB was formed in December 2022 by the merger of Dickson Frohlich, P.S. and Phillips Burgess, PLLC. Our combined firm currently has 23 attorneys working from offices in Olympia, Tacoma, Seattle, and Portland. Collectively, our attorneys have dozens of years of service in public and private practice, including representing port districts and public agencies, executing high-value **real estate transactions** and significant development projects, and successfully resolving complex litigation and appellate matters in areas that include **environmental, zoning, real estate, and land use subject matter areas**. We outline additional details in the enclosed submittal.

DFPB, including all of its attorneys, is licensed, insured, and authorized by the Washington Supreme Court to practice law in the State of Washington. DFPB currently represents the Port of Olympia as contract special counsel on certain matters, and has no known conflicts of interest with respect to work to be performed for the Port of Olympia. To the extent a conflict of interest could arise, the firm will take all appropriate and necessary measures to address such conflicts including disclosure, applying internal firewalls and, if necessary, recusal from discreet matters and identification of qualified substitute counsel.

We welcome and appreciate the opportunity to respond to this RFP. If you find more information would help your decision, please do not hesitate to contact me directly.

Sincerely,

DICKSON FROHLICH PHILLIPS BURGESS PLLC

CHRIS PIERCE-WRIGHT
ATTORNEY

SEATTLE

(206) 621-1110
2101 4th Ave #700, Seattle, WA, 98121

TACOMA

(253) 572-1000
1200 East D Street, Tacoma, WA, 98421

OLYMPIA

(360) 742-3500
111 21st Ave SW, Olympia, WA, 98501

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**RESPONSE TO PORT OF OLYMPIA REQUEST FOR PROPOSAL
FOR GENERAL COUNSEL SERVICES
Dickson Frohlich Phillips Burgess, PLLC**

3.1.2. Approach and Qualifications

A. Approach to providing general counsel services.

The general counsel should provide the guidance needed to allow an organization to pursue its goals confidently. That service is particularly important as the Port of Olympia moves forward with new leadership at both the staff and Commission levels, and refines how it will create economic opportunity in the region.

The Port of Olympia exists in a complex and evolving legal reality. As general counsel, DFPB's mission will be to leverage its considerable and comprehensive understanding of this legal environment to guide the Port in achieving its objectives. Put simply, we know the Port has big goals and our job as its general counsel is to provide advice that does not simply control risk, but maximizes the Port's likelihood of success.

Like any successful entity, the Port thrives through establishing strong relationships. Its relationship with its general counsel should be no different. By forming relationships of trust with the Port, DFPB will be able to work closely with the executive director, department directors, and staff to ensure that the Port fully understands the legal guardrails that channel its whole range of operations, from operating marine terminals and an airport to serving as a landlord and developing its real estate portfolio. We intend to be present and accessible to staff, not only in response to day-to-day legal concerns but also in helping to develop strategic, forward-thinking policies and practices that govern the Port's decision making.

The firm's experience will also be integral to informing the recently expanded Commission. With a majority of seats occupied by first-time commissioners, it will be essential for the Port's general counsel to clearly communicate not only the Port's powers and authority but also its legal limits – from public meeting requirements to restrictions on use of the Port's funds, it is the general counsel's role to ensure that the Port has the tools it needs to be efficient, transparent, and successful. DFPB will provide the knowledge, resources, and practical training necessary to empower the Port to operate both effectively and in accordance with Washington law.

DFPB has the resources to help the Port maximize its most valuable asset: *its people*. Through the experience of its attorneys, the firm will provide practical, solution-focused counsel for operational needs, as well as strategic advice for complex, long-term initiatives and major transactions. Ultimately, the Port will have ready access to the firm's extensive experience, helping it reach its full potential. For its existing clients, the firm serves as a trusted advisor and proactive partner, understanding that the form and function of legal counsel must serve the client's goals. DFPB will bring that same level of service to the Port, helping it to navigate a changing legal landscape while advancing its mission of fostering economic vitality and sustainable development in the region.

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B. Areas of legal practice and subject matter expertise.

The firm's areas of practice include each of the following:

- Port General Counsel – the firm has previously served as outside General Legal Counsel to the Ports of Olympia and Centralia and currently serves as outside General Counsel for the Port of Tacoma. The firm is an associate member of WPPA; Chris Pierce-Wright and Heather Burgess are active members of the WPPA Legal Committee.
- Contracting and Purchasing – DFPB assists clients with reviewing and drafting contracts, including review of contract specifications and terms and resolution of disputes with contractor performance. It also advises clients on development and implementation of purchasing policies, limits of purchasing authority, and similar compliance and control measures.
- Records and Public Records Act – the firm has extensive experience with state public records request law, policies, implementation, and related litigation, primarily from its representation of the Ports of Olympia and Tacoma. The firm also frequently requests and reviews documents from state agencies and local governments on behalf of private clients. The firm's work with public records for its clients has included review and redaction of documents subject to exemption, preparation of exemption logs, and providing advice and legal support to public records officers in responding to requests and inquiries.
- Risk Management, Litigation Oversight, and Insurance Issues – DFPB has extensive experience advising public and private clients on matters of risk management, including evaluating and advising decisionmakers of potential litigation risks across a broad range of legal disciplines. The firm also regularly evaluates and tenders claims to property, casualty, liability, and title insurance companies on behalf of clients in response to civil demands and suits.
- Commission Meetings and Advising – the firm has extensive experience advising public entities and elected bodies. This work includes providing guidance on legal compliance with governing areas of law like the Open Public Meetings Act ("OPMA"), reviewing and approving Execution Session agendas, and developing rules for regular meetings.
- Land Use and Environmental Law – Land use and environmental law are core practice areas for DFPB. The firm has represented property owners in a range of land use issues in Washington related to residential, commercial, and industrial projects, including successfully defending clients' projects in response to challenges under local zoning and land use laws and the State Environmental Policy Act. The firm has advised and defended Port district clients in developing real estate assets, environmental cleanup and remediation projects, and in response to citizen suits under the Clean Water Act.

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C. Principal attorney and relevant background.

If DFPB is selected, Chris Pierce-Wright would serve as the Principal Attorney and primary contact for the Port. Chris currently provides legal services to the Port of Olympia regarding public records matters and assists the firm in providing General Counsel services to the Port of Tacoma. Chris's practice also includes representing public and private clients in land use matters and in general civil litigation, with substantive areas such as real estate, landlord-tenant, and contract disputes.

Chris's relevant work includes the following:

- Contracting – Chris advises clients in reviewing and drafting contracts and represents them in contested matters. Currently, he is lead counsel in a Port of Tacoma dispute with a contractor's work in connection with an environmental remediation project.
- Records and Public Records Act – Chris leads the DFPB's work with its Port district clients in the areas of records management, including compliance with the Public Records Act, creation and implementation of policies, and processing of records requests. For instance, one of the firm's clients is currently processing a records request involving national security-related issues, requiring coordination between multiple government stakeholders at both the local and federal level.
- Risk Management, Litigation Oversight, and Insurance Issues – Chris has significant civil litigation experience, having advised and represented insurance carriers in coverage matters. He also assists with overseeing outside litigation counsel for the Port of Tacoma. Chris acted as lead counsel in representing the Northwest Seaport Alliance in a recent dispute with a tenant, which arose out of the catastrophic failure of an electrical substation due to deficient maintenance with damages in the millions of dollars. Chris was instrumental in guiding the dispute to a favorable settlement. Chris's experience also extends to complex financial matters as well, as Chris has previously represented the Port of Olympia in bankruptcy and receivership proceedings involving nonperforming tenants.
- Commission Meetings and Advising – Chris serves as reserve counsel for the Port of Tacoma for purposes of providing legal counsel at public meetings and executive session, and has provided legal services to the Port of Tacoma in both settings.
- Land Use and Environmental Law – Chris has represented property owners in a variety of land use issues related to residential, commercial, and industrial projects. His experience includes successfully defending clients' projects against challenges under local zoning and land use laws, as well as the State Environmental Policy Act. Chris is also involved in real estate and land use policy issues at the local and state level, including membership in the Legislative Strategy Committee for the Master Builders Association of Pierce County, the Legal Committee for the Building Industry Association of Washington, and the South Sound Committee for the NAIOP (a

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commercial real estate organization), and participation in Pierce County's Permit Workflow Improvement Project (a work group intended to improve the County's permitting process).

D. Background and experience of other attorneys and professional staff.

Heather Burgess – Heather previously served as General Counsel for the Port of Olympia and Port of Centralia and currently serves as the lead for the firm's General Counsel contract with the Port of Tacoma. Heather has extensive experience advising public and private clients in areas relevant to all core areas of representation required for the Port of Olympia, including contracting, open government laws, litigation oversight and risk management, and real estate and land use matters. If the firm is selected for this RFP, Heather will serve in a supporting role in those areas. Heather is licensed to practice law in the State of Washington.

Julia Shemesh – Julia is of counsel to the firm and served as Deputy General Counsel for 14 years with Crowley Maritime Corporation, overseeing business units operating in the transportation and distribution of petroleum products, renewable energy (wind, liquid natural gas), and shipping industries. She oversaw matters in the areas of corporate transactions, harbor services, ship assist & escort, environmental cleanup, emergency response, mergers and acquisitions, corporate finance/treasury and IT services. Julia currently assists the firm in providing advice to its clients related to real estate transactions, environmental matters and general corporate. Julia is licensed to practice law in the State of Washington.

Cambria Queen – Cambria is a partner in the firm's Tacoma office. Her practice includes civil litigation and open governance matters, and she has experience litigating on behalf of public entities including in public records matters. In the event of scheduling conflicts or other unavailability for Commission meetings, Cambria would serve as principal lead attorney in Chris's place. Cambria is licensed to practice law in the State of Washington.

Caelen Anacker – Caelen is an associate in the firm's Seattle office. His practice focuses on property and construction litigation, and he currently provides counsel to the Port of Olympia regarding public records compliance, including reviewing public records requests and preparing responsive documents and exemption logs. Caelen is licensed to practice law in the State of Washington.

Sareana Farnam – Sareana serves as Chris's legal assistant and would be the principal point of contact for purposes of scheduling and providing legal supporting work for the firm's work with the Port.

3.1.3. Professional Fees

For each of the above persons, the firm's standard billing rate and reduced rate for the Port is as follows:

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Person	Standard Rate	Port of Olympia Rate
Chris Pierce-Wright	\$415	\$350
Heather Burgess	\$500	\$385
Julia Shemesh	\$490	\$375
Cambria Queen	\$440	\$350
Caelen Anacker	\$350	\$275

The firm further proposes for these amounts to be subject to an annual adjustment of 3 percent, effective January 1 of each year.

4.2. References

Northwest Seaport Alliance

Dana Henderson
 General Counsel
 Northwest Seaport Alliance
 One Sitcum Plaza
 Tacoma, Washington 98421
 (253) 888-4712
 dhenderson@nwseaportalliance.com

The firm coordinates closely with the Northwest Seaport Alliance (“NWSA”) in substantive areas including governance, records, and landlord-tenant matters. The firm has also served as outside litigation counsel for NWSA in litigation involving a tenant dispute related to ongoing leasehold maintenance and catastrophic failure of an electrical substation, with a favorable settlement reached mid-way through the first day of arbitration.

Port of Tacoma

Eric Johnson
 Executive Director
 Port of Tacoma
 One Sitcum Plaza
 Tacoma, Washington 98421
 (253) 428-8633
 ejohnson@portoftacoma.com

Lisa Billak
 Records Program Manager
 Port of Tacoma
 One Sitcum Plaza
 Tacoma, Washington 98421
 (253) 888-4794
 lbillak@portoftacoma.com

The firm currently serves as outside General Counsel for the Port of Tacoma. In that role, the firm provides comprehensive legal services to the Executive Director, the Port of Tacoma Commission, and all Port departments (real estate, marine terminals, environmental planning, contracts, security, and records). In addition to direct legal support, the firm supervises other law firms providing specialized legal services to the Port.

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Washington Court of Appeals

Judge Bradley Maxa
Washington Court of Appeals, Division Two
909 A Street, Suite 200
Tacoma, Washington 98402
(253) 593-2970
j_b.maxa@courts.wa.gov

Chris worked as a judicial clerk for Judge Maxa, preparing dozens judicial opinions in appellate matters that included contract disputes, construction defect claims, and land use appeals.

Milestone Companies

L. Brandon Smith
Managing Member
PO Box 1376
Sumner, WA 98390
(253) 720-2813
brandon@themilestonecompanies.com

The Milestone Companies are a development company with projects principally in the south Puget Sound. The firm has represented Milestone and its managing member Brandon Smith in multiple matters, including complex land use entitlement work for a the in-progress West Bay Yards project. The firm successfully defended that project against a citizen challenge to its development agreement with the City of Olympia (*Olympia Coal. for Ecosystems Pres. v. City of Olympia*, No. 56314-2-II (Oct. 25, 2022)).