

November 14, 2025

Steven M. Taber
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(626) 395-7300

VIA ELECTRONIC MAIL

City of Burien
Mr. Adolfo Bailon
adolfo@burienwa.gov
Ms. Liz Stead
lizs@burienwa.gov
Community Development Director
400 SW 152nd St
Suite 300
Burien, WA 98166

City of Des Moines
Ms. Katherine Caffrey
kcaffrey@desmoineswa.gov
City Manager
Ms. Rebecca Deming
rdeming@desmoineswa.gov
Community Development Director
21630 11th Avenue S, Suite D
Des Moines, WA 98198

City of SeaTac
Ms. Cindy C. Corsilles
ccorsilles@seatacwa.gov
Interim City Attorney
Mr. Evan Maxim
emaxim@seatacwa.gov
Director of Community and Economic Development
4800 South 188th Street
SeaTac, WA 98188-8605

***Re: Legal Services Agreement Regarding Issues Regarding Port of
Seattle's Sustainable Airport Master Plan (SAMP)***

Dear All,

This letter of engagement follows the recent signing of the Interlocal Agreement between the City of Burien (“Burien”), the City of Des Moines (“Des Moines”), and the City of SeaTac (“SeaTac”), collectively referred to as the “Clients.” The ILA and this Fee Agreement cover the filing and prosecuting of a Petition for Review of the Federal Aviation Administration’s FONSI/ROD for the Port of Seattle’s Sustainable Airport Master Plan (SAMP). We look forward to providing legal support to you. Information on the legal practice of Leech Tishman Nelson Hardiman is available online at <http://www.leechtishman.com>; I can further discuss with you any aspect of the support we can provide.

This letter outlines the terms under which Leech Tishman Fuscaldo & Lampl will take on the representation of the Clients with respect to this matter.

I will be your principal point of contact and will support your activities from our Southern California offices, but, where possible, I will be assisted by my Associate, Philip Kanarsh, or another Associate, where appropriate. We believe that we can be of value to you in these sorts of matters. We maintain errors and omissions insurance coverage applicable to our work for you and will provide a copy of our coverage to you upon the signing of this engagement letter. Note that if you have other corporate or transactional needs, to optimize the legal support we provide, we will shape the team supporting you as needed to address an ongoing or emerging requirement.

You have agreed to have us provide the Clients with legal counsel, pursuant to the ILA, regarding a Petition for Review challenging the FAA’s decision regarding Port of Seattle’s SAMP project. Leech Tishman will provide legal services in filing and prosecuting a Petition for Review to be filed in either the U.S. Court of Appeals for the Ninth Circuit. Because the Record of Decision is issued by the FAA, the Respondent in the Petition for Review will be the FAA, not the Port of Seattle, although the Port of Seattle may intervene as an interested party. Should you desire additional services, we will amend this Agreement.

As a client of Leech Tishman, we will communicate directly with each of the Clients regarding the status of the petition and any mediation. We will, from time-to-time, request your input and request information from you in furtherance of the petition for review. The Clients’ cooperation is vital to the petition for review.

The offices of Leech Tishman Fuscaldo & Lampl exist for a commitment to its clients; our goal is to provide you with quality legal services on a prompt and efficient basis. That quality can only be maintained where you are forthright with your legal issues and personal aims as needed and requested and are available to us

for consultation and guidance. Service is my first priority, and my goal is to meet your needs; I am accustomed to the demands of emergency situations and will do all I can to assist you should such needs arise.

As we go forward, in exchange, Leech Tishman Nelson Hardiman expects to be compensated fairly and promptly. Attorneys typically bill on an hourly basis. In addition to the incurring of time supporting your activities, various expenditures may be made on your behalf for which reimbursement will be appropriate. This includes copying and expedited post expenses.

It is my understanding that pursuant to the ILA, signed by SeaTac, Des Moines, and Burien, that SeaTac will receive the invoices from Leech Tishman and will be responsible for paying the invoices for the Clients.

For matters such as this, my usual billing rate is \$540.00 per hour, associates typically bill between \$300/hour to \$400/hour. Billings for time are reflected in tenths of hours worked.

Our statements show the services undertaken and provided with particularity. You will be responsible for payments of disbursements to other people or businesses, and direct charges for postage, travel (at mileage rates set by the United States Internal Revenue Service for reimbursable travel; currently, for 2025, \$0.535 per mile), telephone, facsimile, postage and other similar costs which may be incurred and charged, will be reflected separately. Although you authorize us to incur such charges in the performance of services for you, we commit to discuss with you the incurring significant expenses before they arise. In the event a matter requires travel, time charges are not incurred for travel to or from meetings where such travel is consistent with local commuting; travel required during the middle of the business day which diverts attention from other matters may attract a time charge. Statements are provided periodically (such as monthly), and payment is typically expected within thirty days after receipt. Amounts delinquent after thirty days shall bear a service charge, not an interest charge, at the rate of 1.5 percent per month.

To start with, we require a retainer of \$10,000.00. This retainer will be deposited into a client trust account and will only be drawn against in payment of services, disbursements and expenses as specified above.

You can pay directly online by visiting: <https://www.leechtishman.com/client-online-payment/> and click on "Pay California Trust Now." Under "Client Account Number or Invoice Numbers," please write "Retainer for the City of SeaTac Washington" After that, continue with all your billing information, once that is complete, you will

be prompted to finalize your payment. If you prefer a wire transfer, please contact us for our wire transfer information.

Because our main client trust account is in Pennsylvania, you consent to our holding funds banked to our client trust account for your matters in a financial institution outside of California.

If the scope of our engagement expands beyond the activities addressed above or otherwise intensifies, the terms of such representation should be discussed by us prior to the initiation of those services.

If you wish further services to be performed by me or others in the firm, the general terms of this letter agreement shall govern that relationship, although of course matters of scope of work, budget and retainer, if applicable, will be addressed as pertinent to such further engagement. A file separate from this matter would be opened in each case.

It is understood that, in the event statements tendered are not paid, or with other good cause or your consent, Leech Tishman Fuscald & Lampl would be entitled to withdraw as counsel for your activities. Similarly, you have the ability to discharge us at any time. Of course, breach of your obligations herein, refusal to work with the firm on the matters covered hereby, failure to follow this office's advice on material matters, or events which make our continued representation unlawful, unethical, or difficult are among those actions that would constitute 'good cause' as described above.

In order to provide you with efficient and convenient legal services, we will frequently communicate with and transmit documents to you using electronic mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, you are consenting to such e-mail transmissions with you and your representatives and agents. In addition, we may use a cloud computing backup service with servers located in a facility other than in our office. Copies of our electronic data, including emails and documents, may be stored in this manner. By entering into this Agreement, you understand and consent to having communications, documents and information pertinent to your matter stored through such a cloud-based service.

If you agree to a business relationship on the above terms, please date and sign a counterpart of this letter and return it to me.

Our work will commence upon confirmation of the receipt of the executed counterpart of this engagement letter.

We look forward to working with you on an efficient and appropriate addressing of this legal matter and to serving your future legal needs.

Very truly yours,

LEECH TISHMAN NELSON HARDIMAN, INC.
A Professional Law Corporation



Steven M. Taber

The foregoing engagement terms are read, approved, and agreed:

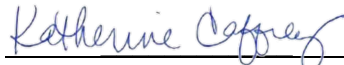
CITY OF BURIEN

By: 
Adolfo Bailon (Nov 21, 2025 14:41:47 PST)

Its: _____

Dated: Nov 21, 2025

CITY OF DES MOINES

By: 

Its: City Manager

Dated: November 17, 2025

CITY OF SEATAC

By: 

Its: CITY MANAGER

Dated: 11/18/2025

2025.11.14 Revised ILA Client Fee Agreement re Petition for Review (002)

Final Audit Report

2025-11-21

Created:	2025-11-21
By:	Barb Mailo (bmailo@seatacwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmEicRVjM_plnO6ijwCj3hbGxOP4bGlir

"2025.11.14 Revised ILA Client Fee Agreement re Petition for Review (002)" History

-  Document created by Barb Mailo (bmailo@seatacwa.gov)
2025-11-21 - 9:53:18 PM GMT
-  Document emailed to adolfob@burienwa.gov for signature
2025-11-21 - 9:54:58 PM GMT
-  Email viewed by adolfob@burienwa.gov
2025-11-21 - 10:39:47 PM GMT
-  Signer adolfob@burienwa.gov entered name at signing as Adolfo Bailon
2025-11-21 - 10:41:45 PM GMT
-  Document e-signed by Adolfo Bailon (adolfob@burienwa.gov)
Signature Date: 2025-11-21 - 10:41:47 PM GMT - Time Source: server
-  Agreement completed.
2025-11-21 - 10:41:47 PM GMT