

JOINT REPRESENTATION DISCLOSURE AND CONFLICT WAIVER

This Joint Representation Disclosure and Conflict Waiver (“Agreement”) supplements the Fee Agreement dated [DATE] (“Fee Agreement”) and the Interlocal Cost-Sharing Arrangement or Interlocal Agreement executed or approved by the City of SeaTac, the City of Burien, and the City of Des Moines (each, a “Client,” and collectively, the “Clients”), and Leech Tishman Nelson Hardiman, Inc., by and through attorney Steven M. Taber (“Counsel”).

All capitalized terms have the meanings given in the Fee Agreement or applicable Interlocal Agreement unless otherwise specified.

1. Purpose of This Agreement

The Clients have requested that Counsel represent them jointly in connection with the Joint Petition for Review of FAA's Approval of Port of Seattle's SAMP Project (“the Matter”). Because joint representation of multiple municipal entities creates potential concurrent-client conflicts under the Washington Rules of Professional Conduct (“WRPC”), Counsel must obtain informed consent, confirmed in writing, from each Client under WRPC 1.7(b)(4).

This Agreement:

1. Provides required conflict disclosures;
2. Obtains each Client’s informed written consent; and
3. Explains how interlocal cost-sharing interacts with joint representation.

2. Ethical Framework

This Agreement is governed by:

- WRPC 1.7 (conflicts of interest)
- WRPC 1.6 (confidentiality)
- WRPC 1.13 and 1.0A (government organization as client; authority to consent)

- Comments 31–32 to WRPC 1.7 (common representation; no secrets among joint clients)

Because each municipality is a separate sovereign entity, divergent interests may arise even when goals are initially aligned.

3. Relationship to the Fee Agreement and Interlocal Cost-Sharing Arrangement

(a) Fee Agreement

The Fee Agreement governs billing rates, scope of services, invoice procedures, and payment terms. This Agreement does not modify the Fee Agreement.

(b) Interlocal Cost-Sharing Arrangement

The Clients have executed or agreed to an interlocal cost-sharing mechanism under RCW 39.34 to allocate Counsel's fees and costs associated with the Matter.

Accordingly:

1. Counsel will issue invoices as directed in the Fee Agreement;
2. The Clients will allocate responsibility for those invoices among themselves under an Interlocal Agreement or other mutually approved method;
3. Counsel is not responsible for interpreting, enforcing, or resolving disputes arising under the Interlocal Agreement.

Counsel's ethical obligations remain independent of the cost-sharing structure.

4. Potential Conflicts and Risks of Joint Representation

(a) Divergent Interests

Conflicts may arise regarding litigation strategy, settlement positions, cost allocation, public messaging, technical approaches, and policy preferences.

(b) Shared Confidentiality

Counsel must share all material information with all Clients and cannot keep relevant information confidential from any co-client.

(c) Public Records Act

Each Client may be subject to PRA requests under RCW 42.56.

(d) Unified Strategy Requirement

Counsel must take positions consistent with all Clients' interests.

(e) Counsel Cannot Represent Clients Against Each Other

Counsel will not represent any Client against another joint Client in the Matter or in any substantially related matter.

5. Benefits of Joint Representation

Benefits include coordinated strategy, reduced duplication of work, consistent advocacy, and lower overall legal costs via cost-sharing.

6. Joint Representation and Interlocal Cost-Sharing

Cost-sharing obligations may create administrative differences among Clients, but these do not create a legal conflict unless they materially affect Counsel's representation.

7. Independent Counsel

Each Client may consult its own city attorney or outside counsel before signing this Agreement.

8. Procedure if a Conflict Later Arises

If a conflict arises:

1. Counsel will promptly disclose it;
2. The Clients will attempt to resolve it cooperatively;
3. If not curable, Counsel must withdraw from representation of all Clients unless continued representation is permissible under WRPC 1.7 and new informed written consent is provided.

9. Scope of Waiver

This waiver applies only to conflicts inherent in representing multiple municipal entities in this Matter and in implementing interlocal cost-sharing.

10. Authority to Consent

Each signatory affirms authority under WRPC 1.13(g) and municipal governance rules.

11. No Modification of Fee Agreement or Interlocal Agreement

This Agreement supplements but does not amend those documents.

ACKNOWLEDGMENT AND INFORMED WRITTEN CONSENT

Each Client acknowledges full written disclosure and voluntarily provides informed written consent.

CITY OF SEATAC

By: 

Name: Jonathan Young

Title: City Manager

Date: 11/21/25

CITY OF BURIEN

By: 
Adolfo Bailon (Nov 21, 2025 15:09:46 PST)

Name: Adolfo Bailon

Title: City Manager

Date: 11/21/2025

CITY OF DES MOINES

By: Katherine Caffrey
Katherine Caffrey (Nov 21, 2025 15:11:40 PST)

Name: Katherine Caffrey

Title: City Manager

Date: Nov 21, 2025

LEECH TISHMAN NELSON HARDIMAN, INC.

By: Steven M. Taber

Steven M. Taber

Title: Partner

Date: November 21, 2025

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Final Audit Report

2025-11-21

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