



**JENNIFER SANS CRAINTE**  
jsanscrainte@omwlaw.com

November 20, 2025

Mr. Adolfo Bailon  
City Manager  
City of Burien  
400 SW 152nd St.  
Suite 300  
Burien, WA 98166  
[adolfob@burienwa.gov](mailto:adolfob@burienwa.gov)

Ms. Katherine Caffrey  
City Manager  
City of Des Moines  
21630 11th Avenue S., Suite D  
Des Moines, WA 98198  
[kcaffrey@desmoineswa.gov](mailto:kcaffrey@desmoineswa.gov)

Mr. Jonathan Young  
City Manager  
City of SeaTac  
4800 South 188th Street  
SeaTac, WA 98188-8605  
[jyoung@seatacwa.gov](mailto:jyoung@seatacwa.gov)

Re: Engagement Letter - Special Environmental Counsel Services

Dear Mr. Bailon, Ms. Caffrey, and Mr. Young,

Thank you for engaging our firm to represent the Cities of Burien, Des Moines, and SeaTac (individually, ("City"; collectively, "Cities") in connection with providing legal services. The purpose of this letter is to confirm that we represent the Cities and to describe how services will be provided by Ogden Murphy Wallace, P.L.L.C. ("OMW" or "the firm"). This letter confirms each City's consent to OMW's joint representation of the Cities.

### **Terms of Engagement**

In our representation of clients, we think it is critical that our clients and the firm share the same understanding of the attorney-client relationship. To that end, enclosed is a copy of our Terms of Engagement. This engagement letter and the enclosed standard Terms of Engagement set forth our agreement with you. Please review them carefully and if you understand and agree to both documents,

please sign this letter where indicated and return it to us by email, fax or U.S. Mail. Please let us know if you have any questions or comments regarding our relationship.

#### **Legal Fees**

You will be billed for our services on an hourly basis. Member attorneys with 15 or more years of experience, including myself, will be billed at a rate of \$535.00 per hour. Member attorneys with less than 15 years of experience will be billed at a rate of \$400.00 per hour. Associate attorneys will be billed at a rate of \$365.00 per hour. Paralegal services for all matters will be billed at \$300.00 per hour. These rates will increase annually, beginning in January 2027, in an amount equal to the highest increase in the Consumer Price Index (U) for the Seattle-Tacoma-Bellevue area, from the preceding year.

#### **Advance Fee Deposit to Commence Representation**

We are waiving our customary advance fee deposit on this matter.

#### **Supervising Attorney and Assistance**

I will be responsible for seeing that the work is carried out in an efficient and economical manner. I will be assisted by other attorneys and legal assistants in our office. They are all bound to you by the same duties of loyalty and confidentiality that bind me.

#### **Scope of Services**

The scope of our representation will be to represent the Cities regarding the environmental review processes under NEPA and SEPA for the Port of Seattle's Sustainable Airport Master Plan, including any litigation that may be brought against the Port or the Federal Aviation Authority in relation thereto.

The above description is the full scope of our engagement currently. Of course, the scope of our engagement may be expanded by written mutual agreement. This letter and enclosure will govern any additional matter or service we undertake for you, except as otherwise specified in a separate letter or email addressing that matter.

#### **Conflict of Interest**

Since OMW will jointly represent the Cities, some conflicts or differences in interests may arise in the course of our representation. If such a conflict of interest becomes an actual conflict, each City should be represented by independent counsel, whose actions would not be influenced by their representation of the other. Although such a conflict may arise, OMW does not presently anticipate that it will, and we are willing to jointly represent the Cities because it appears we can do so to each City's mutual advantage. We encourage each of you to consult independent counsel to determine if joint representation is in your best interests. With a full understanding of the right that each City has to independent counsel for any part or all of the matters relating to your activities, and the advantages that such counsel would provide, each City has asked us to represent you in connection with the work described above.

Mr. Bailon, Ms. Caffrey, and Ms. Corsilles  
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If we become aware of a conflict of interest between you that arises which is of such a nature that OMW cannot carry out adequately its obligations to each City, we will withdraw from further representation of the Cities at that time and will advise that each City obtain independent counsel.

**Other Matters**

The provisions of this letter and the attached Terms of Engagement shall apply to any other work or matter for which you engage us, including on behalf of any corporation or partnership in which you have an interest, except as otherwise agreed and/or to the extent contingent fees or flat fees are otherwise agreed.

We appreciate your expression of confidence in Ogden Murphy Wallace, P.L.L.C. and would like to assure you that we will do our best to provide you with high quality legal services. If you have any questions or concerns during the course of our relationship, we encourage you to raise them with me or our Managing Member, Jessica Jensen. If you are in agreement with the provisions of this engagement letter and the attached Terms and Conditions, please arrange for signature of this letter where indicated below by the appropriate signatory and return it to me at your earliest convenience. We look forward to working with you!

Very truly yours,

**OGDEN MURPHY WALLACE, P.L.L.C.**



Jennifer Sanscrainte

JZS/jaf  
Enclosure

Cc: Liz Stead, [lizs@burienwa.gov](mailto:lizs@burienwa.gov)  
Rebecca Deming, [rdeming@desmoineswa.gov](mailto:rdeming@desmoineswa.gov)  
Evan Maxim, [emaxim@seatacwa.gov](mailto:emaxim@seatacwa.gov)

Mr. Bailon, Ms. Caffrey, and Ms. Corsilles  
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On behalf of the City of Burien, I HEREBY ACCEPT AND AGREE to the Terms and Conditions as stated herein this 21 day of November, 2025.

CITY OF BURIEN

By:   
Adolfo Bailon (Nov 21, 2025 16:29:13 PST)

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On behalf of the City of SeaTac, I HEREBY ACCEPT AND AGREE to the Terms and Conditions as stated herein this 21 day of November, 2025.

CITY OF SEATAC

By: Jonathan Young

City Manager Jonathan Young

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November 20, 2025  
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On behalf of the City of Des Moines, I HEREBY ACCEPT AND AGREE to the Terms and Conditions as stated herein this \_\_\_\_\_ day of November, 2025.

CITY OF DES MOINES

By: Katherine Caffrey  
Katherine Caffrey (Nov 24, 2025 09:58:34 PST)

**OGDEN MURPHY WALLACE, P.L.L.C.**  
**TERMS OF ENGAGEMENT**

**General Rates**

The usual basis for determining our fees is the time expended by attorneys, paralegals, and legal assistants of the firm. Our current rate schedule is always available upon request. Whenever it is appropriate, we will use associate attorneys, law clerks or legal assistants in our office to keep your costs as low as possible.

**Other Factors in Rates**

Although time expended and costs incurred are usually the sole basis for determining our fees, by mutual agreement billings to you for legal services may, in some instances, be based on a more comprehensive evaluation of the reasonable value of the firm's services. The firm is committed to charging reasonable fees for its services. In certain situations, factors other than the amount of time required will have a significant bearing on the reasonable value of the services performed. Such factors include: the novelty and complexity of the questions involved; the skill required to provide proper legal representation; familiarity with the specific areas of law involved; the preclusion of other engagements caused by your work; the magnitude of the matter; the results achieved; customary fees for similar legal services; time limitations imposed by you or by circumstances; and the extent to which office forms and procedures have produced a high quality product efficiently.

In circumstances where our fees will be based on or include factors other than our normal hourly charges and costs, we will notify you promptly and prior to proceeding. Any basic document fee which we may charge in your business matters has been and will be set in light of these various factors.

**Billing Fees and Costs**

We will bill you on a regular basis, normally each month, for all the time spent on your project(s) and for other costs incurred relating to our work or on your behalf. The activities for which our time will be billed will include: conference time, whether in person, on the telephone or through remote platforms such as Zoom, Teams or Skype; document preparation and revision; negotiations; correspondence; staff or attorney supervision; factual and legal research and analysis; travel on your behalf; and other matters directly pertinent to and related to your business and/or litigation matters handled by our firm. Typical of the costs for which you will be billed are: filing fees; delivery fees; computer assisted legal research; copying; charges of outside experts and consultants; and travel.

### **Payment; Interest**

You agree to make payment within thirty (30) days of receipt of our monthly statement. Outstanding balances that are not paid when due will accrue interest at the rate of one percent compounded monthly from the date of invoice until paid.

### **Advance Fee Deposit**

New clients are usually requested to provide an advance fee deposit to the firm. The advance fee deposit is placed in a trust account as described below, and fees and expenses for legal services are then charged against the account. Paying an advance fee deposit does not relieve the client's obligation to pay monthly invoices. If an invoice remains unpaid, the firm reserves the right to apply the advance fee deposit to the unpaid balance and require an additional advance fee deposit before commencing further work. At the conclusion of our legal representation or at such time as the deposit is unnecessary, the remaining balance or an appropriate part of it will be returned to you.

### **Trust Deposits**

All trust deposits from you will be held in a client trust account. By court rule in Washington, funds deposited to a trust account are subject to IOLTA (Interest on Lawyers Trust Account) participation in a pooled trust account. The exception is when the deposit is large enough to earn interest in excess of bank and administrative costs, and you request that it be held in a separate account, in which case the interest earned will be added to the deposit for your benefit and will be taxable income to you. IOLTA funds are used to support law-related charitable and educational activities.

### **Termination**

You may terminate our representation at any time, with or without cause, by notifying us. Upon such action, all fees and expenses incurred before the termination are due to the firm. If such termination occurs, your original papers will be returned to you promptly upon receipt of payment for outstanding fees and costs. If you wish to have a copy of your file at the conclusion of our representation, we will provide it to you at the current copy rate per page then in effect at this firm.

### **Estimates**

You may, from time to time, ask us for estimates of our fees and expenses either in whole or in part. We are hesitant to give estimates because of their potential inaccuracy. However, if you require it, and if we do provide you with such estimates, they will be based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. We cannot



guarantee that the actual fees and expenses will be at or below the estimates because of factors outside the control of the firm.

### **Dispute Resolution**

If you disagree with the amount of our fee, please take up the question with your principal attorney contact or with the firm's Managing Member. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. Any disputes relating to these Terms of Engagement or the accompanying engagement letter (collectively this "agreement") or the amount of legal fees related thereto, will be submitted to arbitration through the American Arbitration Association (the "AAA") in Seattle, Washington, according to its then-effective rules, and Ogden Murphy Wallace, P.L.L.C. and you agree to be bound by the results of such arbitration. Arbitration expenses shall be borne equally by the parties. In the event of non-payment such that we have to pursue collection of your account, you agree to pay the costs of collecting the debt, including court costs and fees, and a reasonable attorney's fee.

### **Withdrawal**

We reserve the right to withdraw from representing you if, for any reason, our fees are not timely paid in accordance with this agreement, or for any other appropriate cause.

### **Disclaimer**

You acknowledge that we have made no guarantees regarding the disposition, outcome, or results of your legal or business matters, and all expressions we have made relevant thereto are only our opinions as lawyers based upon the information available to us at the time. Our beginning work on your behalf will constitute your acceptance of this agreement unless we receive a written objection from you within fourteen (14) days of the date of the accompanying engagement letter.

### **Conclusion**

Thank you for retaining our firm. We look forward to working with you.

# 2025.11.20\_Letter of Engagement - Cities of Burien Des Moines SeaTac

Final Audit Report

2025-11-24

|                 |                                              |
|-----------------|----------------------------------------------|
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