

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BURIEN, DES MOINES, NORMANDY PARK,  
AND SEATAC FOR LEGAL AND ENVIRONMENTAL REVIEW IN CONNECTION WITH THE NEPA AND  
SEPA EVALUATIONS OF THE SEA-TAC AIRPORT  
SUSTAINABLE AIRPORT MASTER PLAN**

Pursuant to RCW 39.34, the Interlocal Cooperation Act, this Agreement is entered into between the City of Burien, a municipal corporation, hereinafter referred to as "Burien," the City of Des Moines, a municipal corporation hereinafter referred to as "Des Moines," the City of Normandy Park, a municipal corporation hereinafter referred to as "Normandy Park," and the City of SeaTac, a municipal corporation hereinafter referred to as "SeaTac," and all four cities collectively referred to as the "Parties" or "Cities," for the purpose of review and commenting on, and as necessary, taking legal action in connection with the environmental review process, analysis, and documents prepared for the Port of Seattle's the Sea-Tac Airport Sustainable Airport Master Plan.

**1. Background.** The Port of Seattle ("Port") operates the Sea-Tac International Airport ("Airport" or "Sea-Tac"). The Port is currently drafting a "Sustainable Airport Master Plan" ("SAMP") that will plan for airport growth over the next 20 years; growth that could have significant negative impacts on surrounding cities. Pursuant to the National Environmental Policy Act ("NEPA") and the Washington State Environmental Policy Act ("SEPA"), the Port may prepare, for agency and public review and comment, environmental documents, up to and including an Environmental Impact Statement. The Parties have determined that it is in their best interest to coordinate their review, analysis, and responses concerning the environmental review process and the impacts that are addressed in environmental documents issued by the Port. Furthermore, the Parties have determined that it may be in their common interest to coordinate any legal action that they feel is appropriate in response to the Federal Aviation Administration (FAA) decisions on an environmental assessment (EA) prepared according to the requirements of the National Environmental Policy Act (NEPA) and the Port of Seattle's decisions on an environmental impact statement (EIS) prepared according to the requirements of the Washington State Environmental Policy Act (SEPA).

**2. Purpose.** The purpose of this Agreement is for the Parties to establish a process for review, analysis, and responding to the environmental process, impacts and concerns related to the SAMP, including those issues raised during the Port's SEPA and NEPA processes. By coordinating their efforts, the Parties will be in a better position to evaluate and respond to the Port's environmental review process. The Parties may jointly hire and fund consultants to assist with review and preparation of formal comments regarding the environmental review process and the SAMP's environmental impacts, as well as legal counsel to support any formal challenge to the outcome of either or both environmental processes. This Agreement establishes a process for the selection and funding of these consultants and legal counsel.

**3. Review and Commenting.** The environmental review process will include opportunities for the Parties to provide formal comments to the Port and the FAA. This could include commenting on the Port's and FAA's selected environmental review process and any documents which may be issued as part of that

process. The Parties agree to coordinate their comments at each of these steps and to issue a single comment letter signed by each Party's designated representative.

4. **Legal Counsel.** It may be in the best interest of the Parties to jointly hire legal counsel with expertise in environmental law to support a legal challenge to either the NEPA conclusions, the SEPA conclusions, or both. If it is agreed to hire legal counsel, the Parties will work cooperatively and collaboratively on every aspect of the legal challenge(s) and shall be in mutual agreement prior to moving forward with any step in the legal process.

5. **Consultant Selection.** Should the Parties decide to jointly hire a consultant and/or legal counsel, the Parties will work cooperatively and collaboratively on every aspect of the consultant selection process and shall be in mutual agreement prior to moving to the next step. It is anticipated that only one consultant will be retained, and if needed, only one legal representative will be retained, with the understanding that the retained consultant or legal counsel may use sub-consultants to complete specific tasks. Generally, the steps will be as follows:

- a. Determine what consultant and/or legal expertise is needed;
- b. Determine which Party will be the lead for contract administration;
- c. Determine project budget and contribution amount from each Party;
- d. Publish/Circulate Notice Requesting Statement of Qualifications;
- e. Review statements and determine selection for interviews;
- f. Conduct interviews, with interested Parties represented;
- g. Make final consultant/legal counsel selection;
- h. Develop a final Scope of Work;
- i. Negotiate consultant/legal counsel contract;
- j. Approval of Consultant Contract by the lead City in accordance with its contract approval procedures.

6. **Consultant Funding.** If consultants and/or legal counsel are hired as contemplated in Section 5 of this Agreement, the Parties will individually commit to a level of funding to be provided. These funds should be committed prior to approval of consultant contract as noted above. The management of these funds will be as described in Section 8. Such funding determinations shall be documented in writing. Funding percentages shall be proportionally split among the Parties based on population and shall be reviewed and updated administratively annually based on the Office of Finance Management population numbers.

**7. Joint Roles and Responsibilities.** Each Party shall be responsible for the following:

a. Each Party shall assign a representative(s) (“Party Representative(s)”) to help prepare and/or participate in review of draft work products. The Party Representative administering any consultant contract will communicate any changes to schedules, budgets, and any other pertinent information in a timely manner to keep each jurisdiction apprised of the status of the consultant’s or legal counsel’s work.

b. Time is of the essence for the review of environmental documents. The Parties shall work expeditiously and in good faith to achieve the smooth progress of review and commenting. This includes allocating adequate staff time and providing all necessary data and other information or materials needed for timely review and commenting.

c. The Party Representatives shall receive copies of consultant invoices. All concerns with consultant billing shall be communicated to the contract administrator in a timely manner.

d. If an individual jurisdiction takes legal action they shall notify all Parties, so that the Parties can decide whether to intervene or provide assistance.

e. The Parties shall work together in good faith to assure comments are made within the deadlines prescribed by law.

**8. Decision-making for legal counsel services.** The Parties share the goal of consensus decision-making when providing direction to legal counsel or engaging in legal action. The Parties also recognize that their respective City Councils, leadership, and communities may differ in their desire to engage in legal challenges and have different financial constraints.

a. Unanimous agreement by all four cities is required to proceed with the filing of a joint appeal by the legal counsel retained under this ILA.

b. A majority of the four cities (i.e. three cities) is required to continue appeals at each stage of the appeal process. Any party may withdraw from pending litigation subject to Section 14 below.

**9. Contract Management and Fiscal Management.** Contracts for consultant(s) and legal counsel shall be administered by the City of SeaTac. These responsibilities include monitoring of work of the consultant in terms of content and timeliness; coordinating with all Parties regarding the consultant invoices and payments; arrangement of meetings to address the comments of the Parties; etc. Management of fiscal matters associated with this Agreement shall be administered by the City of SeaTac. These responsibilities include processing consultant invoices and payments on a monthly basis; invoicing other Parties to the agreement; periodic fiscal reports to the Parties; etc. Each Party will require a separate letter of engagement with legal counsel in order to ensure attorney client privilege of communications under this ILA, although work will be done and billed under a single primary contract.

10. **Communication with Consultant.** Communication with hired legal team shall include a point person from the City who is administering the contract. If staff at the City who is administering the contract needs to communicate with the legal team, they shall include an additional appointed person from a different city as agreed upon by the cities. Any communication outside of the prescribed process or group authorization may be considered individual communication with legal counsel and may be billed directly to the associated City and not part of the ILA.

11. **Additional Consultant Services.** Each Party retains the right to hire their own consultants and legal counsel at their own expense to complete work necessary for the project, so long as the work does not conflict with the Project. In such cases, the results of any consultant work will be shared with the other Parties. Nothing herein shall be construed as an affirmative duty to share work product prepared by legal counsel for a Party with the other Parties.

12. **Administration of Agreement.** Supervision and administration of this Agreement shall be the responsibility of each Parties' City Manager or his/her respective designee.

13. **Duration.** This Agreement shall be effective upon execution by each Party and shall remain in full force and effect through the completion of the SAMP environmental review process and any appeals, anticipated to be completed by December 31, 2028.

14. **Termination.** Any Party may withdraw from this Agreement, effective upon thirty (30) days written notice to the other Parties. However, the withdrawing Party shall still be responsible for the payment of any costs incurred prior to the effective date of withdrawal.

15. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by all Parties.

16. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS.

17. **Written Notice.** All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of transmittal and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

18. **Hold Harmless.** Each Party to this Agreement shall defend, indemnify, and hold the other Party(ies), its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses

or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers, or representatives.

**19. Non-Discrimination.** The Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age, marital status or disability in employment or the provision of services.

**20. Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of all Parties.

**21. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

Dated this \_\_\_\_ day of **November** 2025.

**CITY OF BURIEN**

**CITY OF DES MOINES**

\_\_\_\_\_  
Adolfo Bailon, City Manager  
400 SW 152nd St,  
Suite 300  
Burien, WA 98166

\_\_\_\_\_  
Katherine Caffrey, City Manager  
21630 11th Avenue S,  
Suite A  
Des Moines, WA 98198

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
TBD, City Attorney

\_\_\_\_\_  
Tim George, City Attorney

**CITY OF NORMANDY PARK**

**CITY OF SEATAC**

\_\_\_\_\_  
Amy Arrington, City Manager  
801 SW 174th Street  
Normandy Park, WA 98166

\_\_\_\_\_  
Jonathan Young, City Manager  
[4800 South 188th Street](#)  
[SeaTac, WA 98188-8605](#)

APPROVED AS TO FORM

APPROVED AS TO FORM

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Kari Sand, City Attorney

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Cindy Corsilles, Interim City Attorney

DRAFT

September 12, 2025

Steven M. Taber  
staber@leechtishman.com

**VIA USPS AND ELECTRONIC MAIL**  
**([ccorsilles@seatacwa.gov](mailto:ccorsilles@seatacwa.gov), [emaxim@seatacwa.gov](mailto:emaxim@seatacwa.gov))**

Ms. Cindy C. Corsilles  
Interim City Attorney  
Mr. Evan Maxim  
Director of Community and Economic Development  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188-8605

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

Dear Ms. Corsilles and Mr. Maxim,

This letter of engagement follows our recent conversation indicating that the City of SeaTac, Washington. ("Client") desires to obtain legal research and advice regarding the forthcoming Final Environmental Assessment and Finding of No Significant Impact covering the Port of Seattle's Sustainable Airport Master Plan (SAMP) as well as the filing and prosecuting of a Petition for Review of the FONSI/ROD once it is published. 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 Nelson Hardiman will take on your representation with respect to this matter.

We desire to act as your counsel. 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 hired us to provide the City with legal counsel regarding the upcoming FONSI/ROD for the Port of Seattle's SAMP project. This may involve discussions with the City, preparation of a legal memorandum, and the drafting and submitting of supplementary comments. Once the FONSI/ROD is published in late October or early November 2025, 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 or the U.S. Court of Appeals for the D.C. 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.

The offices of Leech Tishman Nelson Hardiman 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 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.

I want you to know that for matters on which I work, such as this, my usual billing rate for this type of matter is \$540.00 per hour, associates typically bill between \$300/hour to \$400/hour. Billings for time are reflected in tenths of hours worked. Legal advice and counsel after the legal memorandum will be on an hourly basis.

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 2024, \$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. At this point, I do not anticipate that there will be any expenses incurred.

Payment can be made by check or, if more convenient, by wire transfer or credit card. Payments are to be made in United States Dollars.

The attached budget lists \$300,000 as the “not-to-exceed” for all aspects of this engagement. To start with, we require a retainer of \$10,000.00, which is the amount that is estimated to undertake the task listed in “Phase I” of the budget. 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, our wire transfer instructions for our general account are:

Name of Bank	Bank of America
Address:	100 West 33 <sup>rd</sup> Street New York, NY 10001
Account Name:	Leech Tishman Nelson Hardiman LLC CA IOLTA
Routing Number (ACH):	121000358
Routing Number (Wire):	026009593
Account Number:	325000590088
Swift Code:	BOFAUS3N (for international payments)

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 your account is not paid monthly, we shall be paid for all accrued receivables from the first proceeds of any matter on which we are working which generates a payment to you; thereafter reverting to re-loading of the retainer or monthly billing and payment for follow-on or further work. In doing so, we claim, and you grant us, a first right of recovery and a lien as to such money or payment. By your execution

of this engagement letter, you agree that these payment terms are fair and reasonable under the circumstances, and that you understand them. Note that you may seek the advice of an independent lawyer of your choice as to these terms; we give you a reasonable opportunity to do so before you sign this engagement letter.

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.

It would have to be understood that, in the event statements tendered are not paid as discussed herein or as otherwise agreed, or with other good cause or your consent, Leech Tishman Nelson Hardiman would be entitled to withdraw as counsel for your activities; similarly, you have the ability to discharge us at any time.

Should we have to withdraw due to your failure to make payment as discussed herein or as otherwise agreed, we would be entitled to seek that compensation from you by all lawful means. Of course, your failure to make payments, 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.

If there is a dispute between you and us concerning the fees charged to you, we agree to resolve such a fee dispute through binding arbitration; prior to that arbitration, agreeing further to attempting to resolve that dispute in mediation before a mutually acceptable mediator. We commit to you that such mediation shall be conducted within one month after a written request therefor unless we otherwise agree to a longer time. The prevailing party shall be reimbursed the reasonable expenses, including costs of counsel and consultants or experts, incurred in resolving the dispute.

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.

Best regards,

LEECH TISHMAN NELSON HARDIMAN, INC.  
A Professional Law Corporation



Steven M. Taber

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

City of SeaTac, Washington

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**City of SeaTac**  
**Draft Budget for SAMP EA Review**

<b>Case</b>	Analysis of Issues, and Filing and Prosecuting a Petition for Review
<b>Location</b>	SeaTac Airport, Washington
<b>Potential legal actions to be taken</b>	Petition for Review
<b>Client Contacts</b>	Cindy Corsilles, Evan Maxim
<b>Rate</b>	\$540/hour for Partner; \$305/hour for Associate

Item	Task	Hours	High	Low	Cost
<b>I. Analysis of Issues</b>					
	Memo regarding issues to be covered regarding NEPA and the SAMP EA	15.0	\$8,100.00	\$5,250.00	
	Drafting Supplemental Comments along with additional information (if necessary)	10.0	\$5,400.00	\$5,400.00	
<b>TOTAL PHASE I</b>			<b>\$13,500.00</b>	<b>\$10,650.00</b>	
<b>II. Petition for Review (Review of Final Federal Agency Action)</b>					
<b>A.</b>	<i>Required Actions</i>				
<i>Preliminary Matters</i>	Draft Petition for Review and attendant documents	12.0	\$6,480.00		
	Filing Fee				\$500.00
<i>Administrative Record</i>	Review and Administrative Record	30.0	\$16,200.00	\$10,500.00	
<i>Opening Brief</i>	Draft Brief	175.0	\$94,500.00	\$61,250.00	
	Assembling Appendix	10.0	\$5,400.00	\$3,500.00	
<i>Opposing Parties' Response Brief</i>	Review of opposing parties' response brief	8.0	\$4,320.00	\$2,800.00	
<i>Reply Brief</i>	Draft Reply Brief	85.0	\$45,900.00	\$29,750.00	
	Draft Deferred Appendix	8.0	\$4,320.00	\$2,800.00	
<i>Oral Argument</i>	Draft Oral Argument Statement	12.0	\$6,480.00	\$4,200.00	
	Preparation for oral argument	25.0	\$13,500.00	\$8,750.00	
	Attendance at oral argument	3.0	\$1,620.00	\$1,050.00	
<b>TOTAL FOR PHASE II.A</b>		<b>368.0</b>	<b>\$198,720.00</b>	<b>\$124,600.00</b>	<b>\$500.00</b>

**City of SeaTac**  
**Draft Budget for SAMP EA Review**

***II.B Mediation and/or Arbitration***

Request Mediation from Court, Line up support from FAA, Teams Meetings with Client, FAA's Counsel and RIAC's Counsel	12.0	\$6,480.00	\$4,200.00
Preparation for mediation and mediation conference calls	20.0	\$10,800.00	\$7,000.00
Drafting Mediation Statement (if needed)	20.0	\$10,800.00	\$7,000.00
Mediation Conference Calls	35.0	\$18,900.00	\$12,250.00
Attending mediation (if needed)	25.0	\$13,500.00	\$8,750.00

**TOTAL FOR PHASE II.B** **112.0**   **\$60,480.00**   **\$39,200.00** • **\$0.00**

***III. Optional Pleadings***

Draft Motion to Supplement Administrative Record	8.0	\$4,320.00	\$2,800.00
Draft Motion for Judicial Notice	8.0	\$4,320.00	\$2,800.00
Respond to Motion to Dismiss	20.0	\$10,800.00	\$7,000.00

**TOTAL FOR PHASE II.C** **\$19,440.00**   **\$12,600.00**

**TOTALS & NOT-TO-EXCEED AMOUNT**

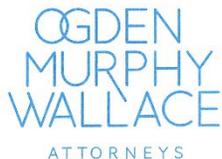
Phase I	\$13,500.00
Phase II.A	\$198,720.00
Phase II.B	\$60,480.00
Phase III	\$19,440.00
<b>TOTAL ALL PHASES</b>	<b>\$292,140.00</b>
 <b>Not-To-Exceed Amount</b>	 <b>\$300,000.00</b>

**TIMELINE**

<b>Task</b>	<b>Time period</b>	<b>Approx. Date</b>
Publication of FONSI/ROD	Estimated to be end of October, first part of November 2025 49 U.S.C. 46110(a) says the Petition for Review <b>must</b> be file on or before 60 days after the " Final Agency Action," i.e., publication of the FONSI/ROD	November 1, 2025
Filing Petition for Review		December 31, 2025
Required court documents	By court order, usually about one month after the filing of the case Federal Rule of Appellate Procedure says it must be filed 40 days after service of the Petition for Review on the federal agency. (I have allowed 7 days for service of the Petition)	January 31, 2026
FAA to file Administrative Record	By the Court Order, usually 60 days after the filing of the Administrative Record	February 16, 2026
Petitioners to file opening brief		April 17, 2026

**City of SeaTac**  
**Draft Budget for SAMP EA Review**

Respondent (FAA) to file response brief	Respondent's (FAA) Response Brief, by Court Order, usually 30 Days after Opening Brief is filed	May 17, 2026
Petitioner to file Reply brief	Petitioner's Reply Brief, by Court Order, usually 21 days after Response brief is filed.	June 7, 2026
Oral Argument	By court order, usually anywhere from 6 - 8 months after the final briefs are filed. This is approximately the earliest it would occur.	December 7, 2026



**JENNIFER SANSCRAINT**  
jsanscrainte@omwlaw.com

September 10, 2025

City of SeaTac  
Attn: Cindy Corsilles, City Attorney  
4800 South 188th Street  
SeaTac, WA 98188-8605

Re: Engagement Letter - Special Environmental Counsel Services

Dear Cindy:

Thank you for engaging our firm to represent the City of SeaTac in connection with providing legal services. The purpose of this letter is to confirm that we represent the City and to describe how services will be provided by Ogden Murphy Wallace, P.L.L.C. ("OMW" or "the firm").

#### **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 City of SeaTac 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.

**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 and the City of SeaTac team!

Very truly yours,

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



Jennifer Sanscrainte

JZS/jaf  
Enclosure

Cindy Corsilles  
September 10, 2025  
Page 3

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

CITY OF SEATAC

By: \_\_\_\_\_

**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.

# SEA Sustainable Airport Master Plan: 4-City ILA, Budget Amendment, Letters of Engagement PED COMMITTEE, OCTOBER 16, 2025



PRR25-568 12192025 000021



# PRESENTATION OVERVIEW

## PURPOSE OF PRESENTATION

On September 26, 2025 the FAA completed their NEPA review (environmental) of the Port of Seattle Sustainable Airport Master Plan (SAMP). Based upon a preliminary review, SeaTac, Burien, Normandy Park, and Des Moines are concerned that the NEPA review fails to adequately consider and document environmental impacts. The NEPA review will likely affect future evaluation of environmental impacts of the airport (i.e. SEPA)

## WHY IS THIS ISSUE IMPORTANT?

1. The Port of Seattle SAMP describes intended expansions of the SEA airport to increase the airports capacity to meet existing flight demand.
2. The FAA is responsible for conducting NEPA environmental review of the SAMP and has issued a Finding of No Significant Impact (FONSI).
3. The cities of SeaTac, Burien, Des Moines, and Normandy Park commented on the FAA's draft Environmental Assessment.
4. Comments by the four cities have not been adequately addressed in the FONSI.
5. The four cities anticipate that additional legal counsel will be needed to advocate for the airport communities.



# POTENTIAL COMMITTEE ACTION

## COMMITTEE ACTION REQUESTED:

A recommendation that the City Council review and:

- Approve an amendment to the 2025-2026 Biennial budget Port ILA Fund 105 to reflect \$350,000 in expenditures and an estimated \$259,000 in revenues;
- Authorize the City Manager to sign the draft Four-City Interlocal Agreement; and
- Authorize the City Manager to sign letters of engagement with Leech Tishman and Ogden Murphy Wallace.

## STAFF RECOMMENDATION:

Approve the budget amendment and authorize the City Manager to sign the Four-City Interlocal Agreement and letters of engagement.

## REVIEWS TO DATE:

- PED Committee: 11/21/2024
- RCM: 12/10/2024

# FAA NEPA REVIEW: SUSTAINABLE AIRPORT MASTER PLAN

## RECORD OF DECISION / FINDING OF NO SIGNIFICANT IMPACT

- FAA issued their Record of Decision (ROD) with a Finding of No Significant Impact (FONSI) on September 26, 2025.
  - The FONSI included a review of all comments received on the draft Environmental Assessment, including comments from SeaTac and the “Four-Cities” join letter (Burien, SeaTac, Normandy Park, and Des Moines).
- Based up on a preliminary review of the FONSI, it appears that the comments were inadequately addressed.
- Following the completion of the FAA’s NEPA review, the Port of Seattle will complete the SEPA review.
  - The Port may rely on portions of the FAA’s NEPA review to complete their SEPA review.
- NEPA is primarily procedural (evaluate the impact) while SEPA is procedural and substantive (evaluate impact and mitigate)



# FOUR-CITY INTERLOCAL AGREEMENT

## OVERVIEW OF TERMS

- “Four-City” = SeaTac, Burien, Des Moines, Normandy Park
- Four-City Interlocal Agreement (ILA) has supported a jointly funded consultant and provides the framework for joint comments on the environmental review
- Update to Four-City ILA:
  - Add language supporting joint legal counsel to advise the four cities
  - Costs for the joint legal counsel shared proportionately based on population
  - SeaTac will manage the invoices / payment on behalf of jurisdictions
  - An appeal requires unanimous support; continuing the appeal requires majority
  - Any city may withdraw at any time



# LETTERS OF ENGAGEMENT

## LEECH TISHMAN & OGDEN MURPHY WALLACE

- SeaTac took lead to identify outside legal counsel to support the four cities
- Both legal firms (Leech Tishman and Ogden Murphy Wallace) will support, advise, and advocate for the four cities
  - Leech Tishman will be focused primarily on the FAA's NEPA actions
  - Ogden Murphy Wallace will be focused primarily on the Port SEPA action
- Each jurisdiction will sign a letter of engagement with both legal firms to preserve confidentiality
- The letters of engagement contain an hourly rate and are the basis for the proposed budget amendment



# BUDGET AMENDMENT

## PORT ILA FUND 105

- The proposed budget amendment is based upon initial estimates to engage outside legal counsel
  - The overall time estimates are continuing to be refined as the four cities coordinate with outside legal counsel on strategy
- The total estimated expenditure for the four cities is \$350,000
  - SeaTac will coordinate the invoicing and payments on behalf of other jurisdictions
- The four cities will reimburse SeaTac based on their proportionate population
  - SeaTac currently has 26% of the population – representing a cost of \$91,000
  - Up to \$259,000 in revenues are anticipated if \$350,000 is expended



# POTENTIAL COMMITTEE ACTION

## COMMITTEE ACTION REQUESTED:

A recommendation that the City Council review and:

- Approve an amendment to the 2025-2026 Biennial budget Port ILA Fund 105 to reflect \$350,000 in expenditures and an estimated \$259,000 in revenues;
- Authorize the City Manager to sign the draft Four-City Interlocal Agreement; and
- Authorize the City Manager to sign letters of engagement with Leech Tishman and Ogden Murphy Wallace.

## STAFF RECOMMENDATION:

Approve the budget amendment and authorize the City Manager to sign the Four-City Interlocal Agreement and letters of engagement.

## REVIEWS TO DATE:

- PED Committee: 11/21/2024
- RCM: 12/10/2024

Questions?



PRR25-568 12192025 000029



**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BURIEN, DES MOINES, NORMANDY PARK,  
AND SEATAC FOR LEGAL AND ENVIRONMENTAL REVIEW IN CONNECTION WITH THE NEPA AND  
SEPA EVALUATIONS OF THE SEA-TAC AIRPORT  
SUSTAINABLE AIRPORT MASTER PLAN**

Pursuant to RCW 39.34, the Interlocal Cooperation Act, this Agreement is entered into between the City of Burien, a municipal corporation, hereinafter referred to as "Burien," the City of Des Moines, a municipal corporation hereinafter referred to as "Des Moines," the City of Normandy Park, a municipal corporation hereinafter referred to as "Normandy Park," and the City of SeaTac, a municipal corporation hereinafter referred to as "SeaTac," and all four cities collectively referred to as the "Parties" or "Cities," for the purpose of review and commenting on and as necessary, taking legal action in connection with the environmental review process, analysis, and documents prepared for the Port of Seattle's the Sea-Tac Airport Sustainable Airport Master Plan.

**1. Background.** The Port of Seattle ("Port") operates the Sea-Tac International Airport ("Airport" or "Sea-Tac"). The Port is currently drafting a "Sustainable Airport Master Plan" ("SAMP") that will plan for airport growth over the next 20 years; growth that could have significant negative impacts on surrounding cities. Pursuant to the National Environmental Policy Act ("NEPA") and the Washington State Environmental Policy Act ("SEPA"), the Port may prepare, for agency and public review and comment, environmental documents, up to and including an Environmental Impact Statement. The Parties have determined that it is in their best interest to coordinate their review, analysis, and responses concerning the environmental review process and the impacts that are addressed in environmental documents issued by the Port. Furthermore, the Parties have determined that it may be in their common interest to coordinate any legal action that they feel is appropriate in response to the Federal Aviation Administration (FAA) decisions on an environmental assessment (EA) prepared according to the requirements of the National Environmental Policy Act (NEPA) and the Port of Seattle's decisions on an environmental impact statement assessment (EISA) prepared according to the requirements of the Washington State Environmental Policy Act (SEPA).

**2. Purpose.** The purpose of this Agreement is for the Parties to establish a process for review, analysis, and responding to the environmental process, impacts and concerns related to the SAMP, including those issues raised during the Port's SEPA and NEPA processes. By coordinating their efforts, the Parties will be in a better position to evaluate and respond to the Port's environmental review process. The Parties may jointly hire and fund consultants to assist with review and preparation of formal comments regarding the environmental review process and the SAMP's environmental impacts, as well as legal counsel to support any formal challenge to the outcome of either or both environmental processes. This Agreement establishes a process for the selection and funding of these consultants and legal counsel.

**3. Review and Commenting.** The environmental review process will include opportunities for the Parties to provide formal comments to the Port and the FAA. This could include commenting on the Port's and FAA's selected environmental review process and any documents which may be issued as part of that

process. The Parties agree to coordinate their comments at each of these steps and to issue a single comment letter signed by each Party's designated representative.

4. Legal Counsel. It may be in the best interest of the Parties to jointly hire legal counsel with expertise in environmental law to support a legal challenge to either the NEPA conclusions, the SEPA conclusions, or both. If it is agreed to hire legal counsel, the Parties will work cooperatively and collaboratively on every aspect of the legal challenge(s) and shall be in mutual agreement prior to moving forward with any step in the legal process.

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4.5. Consultant Selection. Should the Parties decide to jointly hire a consultant and/or legal counsel to assist with review and commenting on the SAMP's environmental review and impacts. If it is agreed to hire a consultant, the Parties will work cooperatively and collaboratively on every aspect of the consultant selection process and shall be in mutual agreement prior to moving to the next step. It is anticipated that only one consultant will be retained, and if needed, only one legal representative will be retained, with the understanding that the retained consultant or legal counsel may use sub-consultants to complete specific tasks. Generally, the steps will be as follows:

- a. Determine what consultant and/or legal expertise is needed;
- b. Determine which Party will be the lead for contract administration;
- c. Determine project budget and contribution amount from each Party;
- d. Drafting a Request for Qualifications (RFQ);
- e. Publish/Circulate Notice Requesting Statement of Qualifications;
- f. Review of statements and determine selection for interviews;
- g. Conducting interviews, with interested Parties represented;
- h. Make final consultant/legal counsel selection;
- i. Developing a final Scope of Work;
- j. Negotiation of consultant/legal counsel contract;
- k. Approval of Consultant Contract by the lead City in accordance with its contract approval procedures.

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5.6. Consultant Funding. If consultants and/or legal counsel are hired as contemplated in Section 5.4 of this Agreement, the Parties will individually commit to a level of funding to be provided. These funds must be committed prior to requesting Statements of Qualifications as noted above. The management of these funds will be as described in Section 8. Such funding determinations shall be documented in writing.

**6.7. Joint Roles and Responsibilities.** Each Party shall be responsible for the following:

a. Each Party shall assign a representative(s) ("Party Representative(s)") to help prepare and/or participate in review of draft work products. The Party Representative administering any consultant contract will communicate any changes to schedules, budgets, and any other pertinent information in a timely manner ~~so as to~~ keep each jurisdiction apprised of the status of the consultant's or legal counsel's work.

b. Time is of the essence for the review of environmental documents. The Parties shall work expeditiously and in good faith to achieve the smooth progress of review and commenting. This includes allocating adequate staff time and providing all necessary data and other information or materials needed for timely review and commenting.

c. The Party Representatives shall receive copies of consultant invoices. All concerns with consultant billing shall be communicated to the contract administrator in a timely manner.

d. ~~Should any Party wish to file an appeal of any Port environmental decision, the Party Representatives shall discuss whether such an appeal should be pursued jointly.~~ If an individual jurisdiction ~~takes legal action-appeal is filed,~~ they ~~appeal~~ shall ~~notify be immediately transmitted to~~ all Parties, so that the Parties can decide whether to intervene ~~in the appeal in order to~~ or provide assistance.

e. The Parties shall work together in good faith to assure comments are made within the deadlines prescribed by law.

~~7. Contract Management and Fiscal Management.~~ Contracts for consultant(s) and legal counsel shall be administered by the City of SeaTac Des Moines. These responsibilities include monitoring of work of the consultant in terms of content and timeliness; coordinating with all Parties the City of Burien regarding the consultant invoices and payments; arrangement of meetings to address the comments of the Parties; etc. ~~\_\_\_\_\_~~

~~8. Fiscal Management.~~ Management of fiscal matters associated with this Agreement shall be administered by the City of BurienDes Moines, also, These responsibilities include processing consultant invoices and payments on a monthly basis; invoicing other Parties to the agreement; periodic fiscal reports to the Parties; etc.

9. **Additional Consultant Services.** Each Party retains the right to hire their own consultants and legal counsel at their own expense to complete work necessary for the project, so long as the work does not conflict with the Project. In such cases, the results of any consultant work will be shared with the other Parties. Nothing herein shall be construed as an affirmative duty to share work product prepared by legal counsel for a Party with the other Parties.

10. **Administration of Agreement.** Supervision and administration of this Agreement shall be the

**Commented [JK2]:** Needs to spell out payment (upfront or after invoice) and how to bill (by population?)

**Commented [JK3R2]:** When: Need opinion from City managing the contract. Normandy Park and Burien would prefer after invoice.  
How much: Proportional to OFM Population for invoice month/year.

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responsibility of each Parties' City Manager or his/her respective designee.

11. **Duration.** This Agreement shall be effective upon execution by each Pparty and shall remain in full force and effect through the completion of the SAMP environmental review process, anticipated to be completed by December 31, 2027. This Agreement may be extended upon mutual agreement of all Parties.

12. **Termination.** Any Pparty may withdraw from this Agreement, effective upon thirty (30) days written notice to the other Pparties. However, the withdrawing Party shall still be responsible for the payment of any costs incurred prior to the effective date of withdrawal.

13. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by all Pparties.

14. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Pparties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Pparties or through JAMS.

15. **Written Notice.** All communications regarding this Agreement shall be sent to the Pparties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of transmittal and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

16. **Hold Harmless.** Each Pparty to this Agreement shall defend, indemnify, and hold the other Pparty(ies), its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers, or representatives.

17. **Non-Discrimination.** The Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age, marital status or disability in employment or the provision of services.

18. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of ~~both-all~~ Pparties.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the Pparties. Any

modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

Dated this \_\_\_\_ day of **November 2025**.

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**CITY OF BURIEN**

**CITY OF DES MOINES**

\_\_\_\_\_  
Adolfo Bailon, City Manager  
400 SW 152nd St,  
Suite 300  
Burien, WA 98166

\_\_\_\_\_  
Katherine Caffrey, City Manager  
21630 11th Avenue S,  
Suite A  
Des Moines, WA 98198

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APPROVED AS TO FORM

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\_\_\_\_\_  
TBDGarmon Newsom II, City Attorney

\_\_\_\_\_  
Matt Hutchins, Interim City Attorney

**CITY OF NORMANDY PARK**

**CITY OF SEATAC**

\_\_\_\_\_  
Amy Arrington, City Manager  
801 SW 174th Street  
Normandy Park, WA 98166

\_\_\_\_\_  
Jonathan YoungKyle Moore, Interim City Manager  
4800 South 188th Street  
SeaTac, WA 98188-8605

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\_\_\_\_\_  
Kari Sand, City Attorney  
Attorney

\_\_\_\_\_  
Mary Mirante BartoloCindy Corsilles, Interim City  
Attorney