

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<br>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  |

|                             |              |                    |                    |                 |
|-----------------------------|--------------|--------------------|--------------------|-----------------|
| <b>TOTAL FOR PHASE II.B</b> | <b>112.0</b> | <b>\$60,480.00</b> | <b>\$39,200.00</b> | <b>• \$0.00</b> |
|-----------------------------|--------------|--------------------|--------------------|-----------------|

***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 |

|                             |  |                    |                    |
|-----------------------------|--|--------------------|--------------------|
| <b>TOTAL FOR PHASE II.C</b> |  | <b>\$19,440.00</b> | <b>\$12,600.00</b> |
|-----------------------------|--|--------------------|--------------------|

**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>     |
| <br><b>Not-To-Exceed Amount</b> | <br><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<br>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<br>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 |   | February 16, 2026   |
| Petitioners to file opening brief | By the Court Order, usually 60 days after the filing of the Administrative Record   | 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 |