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February 23, 2026

VIA EMAIL TO:
dburke@snoqualmiewa.gov

Ms. Dena Burke
Snoqualmie City Attorney
38624 SE River Street
PO Box 987
Snoqualmie, WA 98065

Re: Engagement and Representation

Dear Dena:

We are pleased to have the opportunity to provide services to City of Snoqualmie (the “City”). This letter [and the enclosed Terms of Engagement] form our agreement regarding the terms under which the City engages Foster Garvey P.C. in the matters described below.

Our Engagement

Our engagement at this time will be limited to advice regarding the discovery process in a lawsuit by former City employee Chad Sauve, *Sauve v. City of Snoqualmie* WDWA Cause No. C24-1809JLR, and regarding certain limited, general municipal matters on which you may seek our advice. 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.

Our client in this matter will be the City, which means that we will not act as counsel to anyone personally, or other officials, officers, directors, or related parties. In exercising our responsibility to the City, we will be guided by applicable law, including but not limited to the Snoqualmie Municipal Code, Ch. 35A.12 and the Washington Constitution.

FG: 110049026.1

Our Fee Arrangement

Our fees are principally based on hourly rates. My municipal hourly rate is \$675, which represents a 10% discount from my standard rate of \$750 per hour. For the matters outlined in this initial engagement, however, certain rates are further discounted, as follows:

Discovery in *Sauve v. City of Snoqualmie*:

Work on this matter, which we understand primarily involves assisting with location of written records from legacy City software programs and files needed for discovery responses, will be primarily performed by paralegal Reina McCauley, whose hourly rate is \$350. If non-legal document location/review work by me is needed, it will be charged at the hourly rate of \$500. Legal work by me in the litigation (*e.g.*, discovery answer preparation or review) will be charged at my municipal hourly rate of \$675.

General municipal advice:

Work in the form of general consulting on limited, discrete general municipal matters (*e.g.*, general advice on code enforcement, ordinance / resolution drafting, etc.) will be charged at \$605 per hour.

Other specific matters:

Work on any specific, assigned litigation or other matters (*e.g.*, SWRF NPDES Permit issues, transition from Snoqualmie Ridge I and II MUFPs to adopted Comprehensive Plan and zoning designations, etc.) will be billed at my municipal hourly rate of \$675 per hour.

We may also involve other lawyers or staff members as necessary to handle work on the above matters efficiently and meet deadlines, and their time may be charged at different rates. These may include the following lawyers, whose work will be billed at the rates below:

Andrea Bradford	\$595 per hour
Noah Mikell	\$460 per hour
William Kenick	\$395 per hour

We review and adjust our billing rates from time to time, typically on January 1. The enclosed Terms of Engagement provides additional information regarding fees, disbursements, billing and payment, and termination of our representation should payment not be made or other circumstances warrant.

While the foregoing sets forth our billing rates, our primary concern is that the City is satisfied with the work performed and the amounts charged. If you ever have a concern with an invoice, we encourage you to call, so that we can talk through your concern and discuss any adjustments that may be appropriate.

Other Agreements

The City agrees to pay our invoices on a timely basis. The City also agrees to provide us with complete and accurate information relevant to our representation, to cooperate fully, and to make any necessary decisions in a timely manner. In addition, the City agrees to notify us promptly of any change of circumstances affecting the representation or our ability to contact the City.

From time to time, either at the outset of our representation or as the matter proceeds, we may express opinions or beliefs concerning various courses of action and the results that might be anticipated. The City acknowledges that any such statement is an expression of opinion only, based on information available to us at the time, and is not a guarantee.

In some engagements questions may arise regarding our duties under the Rules of Professional Conduct that apply to lawyers. These questions might concern a potential conflict of interest or a dispute between the firm and a client over the handling of a matter. Generally, when such issues arise, we seek the advice of our firm counsel, who has expertise in such matters. We consider such consultations to be attorney-client privileged communications between firm personnel and counsel for the firm. We believe it is in our clients' interest, as well as the firm's interest that we obtain expert analysis of our obligations when legal ethics or related issues arise during a representation. Accordingly, you agree that, if we determine in our own discretion that it is necessary or appropriate to consult with our internal or outside counsel during the course of the representation, we have the City's consent to do so, at our expense, and that our representation of the City shall not, thereby, waive any attorney-client privilege that we may have to protect the confidentiality of our communications with firm counsel.

Foster Garvey represents many other companies, individuals, and government agencies, including King County and agencies within King County. During the time we represent the City, we may be asked to represent:

- (1) other present or future clients in transactions, litigation or other disputes that are directly adverse to the City but are not substantially related to our representation of the City;
- (2) parties who are considered directly adverse parties in matters we handle for the City, provided that our work for these directly adverse parties would be limited to matters that are not substantially related to our work for the City; and/or
- (3) the City in future transactions, litigation, or other disputes adverse to other firm clients in matters not substantially related to our work for those other firm clients.

The City's signature below constitutes its consent to allow Foster Garvey to undertake such future representations without the need to obtain any further or separate approval from the City, as long as the representations described in (1) and (2) above: (a) are not substantially related to, and are not concurrently handled by firm lawyers and paralegals who have participated in work we have done or are doing for The City; and (b) subject to the rules of professional conduct, we notify the City as promptly as practicable

after our undertaking of such representations. Of course, we will not use any proprietary or other confidential nonpublic information concerning the City that we acquired as a result of our representation of the City in any matter in which we represent another client adverse to the City.

Beginning Our Representation

Many thanks for entrusting this work to Foster Garvey. If this letter and the enclosed Terms of Engagement meet with the City's approval, please confirm our engagement by having the Mayor sign and date below, and return a copy to me so that we may begin work promptly. We look forward to working with the City.

Sincerely,

FOSTER GARVEY PC



Bob C. Sterbank
Principal

03/16/2026

BCS:kn
Enclosures
Terms of Engagement

AGREED:

CITY OF SNOQUALMIE

By: 
James Mayhew, Mayor

Date: March 2, 2026







Contract C26-002 City of Snoqualmie/Foster Garvey

Final Audit Report

2026-03-16

Created:	2026-03-16
By:	Rebecca Solem (RSolem@snoqualmiewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0hbrTI8bVvcXERFxDmO9UeVzodQv3EaA

"Contract C26-002 City of Snoqualmie/Foster Garvey" History

-  Document created by Rebecca Solem (RSolem@snoqualmiewa.gov)
2026-03-16 - 6:31:23 PM GMT
-  Document emailed to bob.sterbank@foster.com for signature
2026-03-16 - 6:32:37 PM GMT
-  Email viewed by bob.sterbank@foster.com
2026-03-16 - 10:13:33 PM GMT
-  Signer bob.sterbank@foster.com entered name at signing as Bob C. Sterbank
2026-03-16 - 10:24:46 PM GMT
-  Document e-signed by Bob C. Sterbank (bob.sterbank@foster.com)
Signature Date: 2026-03-16 - 10:24:48 PM GMT - Time Source: server
-  Agreement completed.
2026-03-16 - 10:24:48 PM GMT