



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Background:

Following a spring RFQ process, on July 9, 2026, the council approved the Mayor's following recommendations:

- Appoint Joshua Stanek as City Attorney
- Award a Legal Services contract to Elam & Burke which would be managed on a task order basis for items not assigned to Mr. Stanek

Staff met with Mr. Johnson and Mr. Stanek to develop the following transition plan:

- July – overlap month to transition duties between existing and new City Attorney. New city attorney would bill hourly and not receive retainer.
- August & September – White Peterson would no longer receive monthly retainer and would bill hourly on legal matters that are assigned to them to complete.
- Any new legal matters may be tasked to Elam & Burke, effective upon contract approval.

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	• The FY27 Budget allocates \$210,000 for Legal Services in addition to the \$50,000 for misdemeanor prosecution services which is contracted along with the other cities with another local attorney. • Mr. Stanek has proposed a monthly retainer of \$14,000 based on an hourly rate of \$221 for 63 hours (= \$168,000 in FY27). The proposed hourly rate is consistent with the new City Attorney contract at City of Hailey. Any hours over the 63-hour retainer would be billed at \$265 per hour. • The annual budgetary difference allows for Stanek overages and/or task orders with Elam & Burke. Should additional funds be warranted, the contingency fund will be utilized.
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Attachments:

1. Stanek Law contract

2. PO #26168 – July (10 hours at \$265) + August & September (retainer)
3. PO #26169 – October – September (FY27 retainer)

AGREEMENT FOR CITY ATTORNEY / CIVIL LEGAL SERVICES

THIS AGREEMENT FOR CITY ATTORNEY / CIVIL LEGAL SERVICES ("Agreement") is made by and between the CITY OF KETCHUM, an Idaho municipal corporation and JOSHUA STANEK, an Idaho licensed attorney.

RECITALS

- A. The City requested the submission of proposals from qualified firms to provide certain city attorney/civil legal services to the City. The City's Request for Qualifications is incorporated herein and is made a part of this Agreement by this reference.
- B. After a review of proposals as well as presentations from certain selected firms, the City finds that it is in the best interest of the City to enter into this agreement with Stanek Law, PLLC for the provision of civil legal services and appoint Stanek Law, PLLC as city attorney pursuant to Idaho Code § 50-204.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound thereby, City and Stanek Law, PLLC agree as follows:

SECTION 1 DEFINITIONS

- 1. In addition to any other definitions set forth in this Agreement, for all purposes of this Agreement the following terms are defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:
 - 1.1. Additional Legal Services: Refers to specific legal services which are either (1) in excess of the sixty-three hours allocated monthly via the retainer or (2) are determined to be of sufficient magnitude, specialization, and complexity so as to be handled as individual non-retainer billing matters. Determination of handling a matter as an additional legal service will be made by cooperative discussion and determination between the city and City Attorney and will generally be documented via an additional scope of work and task order with City Attorney. The city can also assign the legal services matter to outside counsel but only after consultation with the City Attorney. Should the city select outside counsel, the City Attorney will provide oversight unless otherwise agreed upon.

- 1.2. City Attorney: means and refers to Joshua Stanek
- 1.3. Fiscal Year: means and refers to City's fiscal year, beginning October 1 and ending September 30 of each calendar year.
- 1.4. Retainer Legal Services means and refers to:
 - 1.4.1. Attendance of the City Attorney at two regular meetings of the City Council per month and further special meetings as may be requested. Attendance is generally intended to be in person, though attendance may be by videoconference if determined appropriate by the parties;
 - 1.4.2. Telephone, electronic, and personal conferences with City employees and officials, and provision of legal advice and opinions associated with retainer matters;
 - 1.4.3. Review, preparation, and revision of City ordinances, resolutions, policies, findings, contracts, and agreements in cooperation with City staff;
 - 1.4.4. Responses to citizen inquiries regarding City ordinances other than those pertaining to criminal matters;
 - 1.4.5. Participation in telephone and office conferences with builders or developers regarding pending development projects at the request of the City Council and/or City staff; and,
 - 1.4.6. Participation and assistance in City's efforts to set a budget for the City's civil legal services for the next fiscal year.
 - 1.4.7. General civil legal advice, meetings, and matters commonly understood to fall within the general duties of a city attorney, including the above duties, and that fall within the average monthly retainer hours as identified in this Agreement.

SECTION 2

SERVICES PROVIDED BY STANEK LAW, PLLC

2. Pursuant to the terms of this Agreement, Stanek Law, PLLC as an independent contractor is hereby appointed by the City to perform all Retainer Legal Services for the City and such other Additional Legal Services as requested by the City. Where requested services are anticipated to be Additional Legal Services, the City Attorney will provide for City approval with a Scope of Work describing the anticipated services and an estimate of time and cost to the extent possible recognizing that some Additional Legal Services will be difficult to estimate. Such Scope of Work may be subject to later change orders and modifications upon discussion and approval between the City and City Attorney. Stanek Law, PLLC shall have no obligation to commence or continue any

Additional Legal Services until the City has approved the applicable Scope of Work; provided, however, that if the City directs Stanek Law, PLLC in writing (including by email) to proceed with Additional Legal Services before a Scope of Work is finalized, such direction shall constitute the City's agreement to compensate Stanek Law, PLLC for the services so performed at the rates set forth in Schedule A.

2.1. Retainer Services Hours: The City anticipates that it will require, on average, approximately sixty-three (63) hours of Retainer Legal Services per month (the "Base Monthly Hours"). The parties acknowledge that monthly demand will vary and agree to manage that variability as follows:

- 2.1.1. Monthly Buffer. In any month, the first twenty-seven (27) hours of Additional Legal Services that fall within the scope of Retainer Legal Services, as described in Paragraph 1.4, provided by City Attorney in excess of the Base Monthly Hours (the "Monthly Buffer") shall be compensated at the fee set forth in Section 3.1, except to the extent Banked Hours are applied, without requiring a Scope of Work or task order under Section 2.
- 2.1.2. Banked Hours. In any month in which Stanek Law, PLLC provides fewer than the Base Monthly Hours of Retainer Legal Services, the difference between the Base Monthly Hours and the actual hours provided shall be credited to the City's account as "Banked Hours."
- 2.1.3. Cap on Banked Hours. Banked Hours shall not accrue beyond a maximum of thirty (30) hours at any time; any hours that would otherwise be credited in excess of this cap shall not carry forward and shall not be available for future use.
- 2.1.4. Expiration of Banked Hours. Banked Hours in excess of ten (10) shall expire and shall no longer be available for use by the City on September 30 of each year. If the ten (10) banked hours are not used in the month of October following expiration, then the ten (10) banked hours shall expire but any banked hours from that month of October shall be banked through September 30 of the following year as described herein. All Banked Hours shall also expire upon the expiration or termination of this Agreement, and no payment or other obligation shall be owed to the City on account of any such expiration.
- 2.1.5. Monthly Use of Banked Hours. In any single month, the City may apply up to ten (10) Banked Hours, without a Scope of Work or task order, to offset hours provided in excess of the Base Monthly Hours to the "Monthly Buffer." Banked Hours shall be applied to reduce any monthly payment for Additional Legal Services subject to the limitations set forth herein.

- 2.1.6. Any hours provided in a given month in excess of the Base Monthly Hours, the Monthly Buffer, and the Banked Hours applied for that month under this subsection (e) shall be treated as Additional Legal Services requiring a Scope of Work and task order under Section 2.
- 2.1.7. City Attorney may proceed immediately on time-sensitive matters with post-facto notice, where administrative approval may harm the City's interests.
- 2.1.8. Semi-Annual Review. Semi-annually, or more frequently upon request of either party, the City and Stanek Law, PLLC will review the hours of legal services provided and the status of Banked Hours and may agree to other equitable adjustments to balance average monthly use.

SECTION 3

PAYMENT FOR SERVICES

City agrees to pay Stanek Law, PLLC for services rendered pursuant to the terms of this Agreement as follows:

- 3. As compensation for all Retainer Legal Services, including all out-of-pocket and travel expenses incurred by Stanek Law, PLLC in performing the Retainer Legal Services, City shall pay Stanek, Law PLLC the sum of Fourteen Thousand (\$14,000) per month.
 - 3.1. Payment for Retainer Legal Services shall be due on a monthly basis. Although the parties acknowledge that the Retainer Legal Services are provided on a flat-fee basis, Stanek Law, PLLC agrees to maintain accurate monthly time records of all Retainer Legal Services provided by its attorneys (itemized by date, including a description of services and reference to applicable department or matter, and referencing the attorney performing services) and to provide the same to City on a monthly basis and for use in evaluating the Retainer Services Hours as set forth in Section 2.1.
 - 3.2. Compensation for Additional Legal Services performed by Stanek Law, PLLC, at the request of the City shall be paid at the hourly rates attached as Schedule A.
 - 3.2.1. City shall also reimburse Stanek Law, PLLC for actual out-of-pocket expenses (such as travel, filing fees, postage, etc.) incurred by Stanek Law, PLLC in the performance of Additional Legal Services, as authorized by City.
 - 3.2.2. Stanek Law, PLLC will provide the City with a monthly itemized invoice of all Additional Legal Services performed (including all out-of-pocket expenses). The City shall remit payment to Stanek Law, PLLC within thirty

(30) days after the City's receipt of a compliant invoice.

SECTION 4
REPRESENTATIONS AND WARRANTIES OF STANEK LAW, PLLC

4. Authority: Stanek Law, PLLC has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement.
 - 4.1. No Prohibition to Performance: There are no judgments, liens, actions, or proceedings existing or pending against Stanek Law, PLLC which would materially affect Stanek Law, PLLC's ability to enter into or perform under this Agreement.
 - 4.2. Corporate Status: Stanek Law, PLLC is a professional service corporation duly organized, validly existing, in good standing under the laws of the State of Idaho and has all necessary corporate powers to enter into this Agreement.
 - 4.3. Designated Primary Attorney: Stanek Law, PLLC acknowledges that Joshua Stanek is designated as the attorney with primary responsibility for providing legal services to the City pursuant to this Agreement.
 - 4.4. Performance of Services: Stanek Law, PLLC agrees to perform all of the services and work set forth in this Agreement in a timely, efficient, and professional manner in accordance with the terms of this Agreement and in compliance with existing laws, ordinances, rules, and/or regulations of any applicable regulatory authority or governmental body.
 - 4.5. Non-Exclusive Agreement: Stanek Law, PLLC acknowledges that this Agreement shall not be interpreted to limit the City's authority to retain the services of outside legal counsel to perform any legal services, whether as a result of the City's need for special expertise or otherwise.
 - 4.6. Insurance: For purposes of this Agreement, Stanek Law, PLLC will carry professional liability insurance with coverage limits over \$1,000,000.00 per occurrence. Certificate of proof of insurance will be provided to the City.
 - 4.7. Limitation of Liability: Except for claims arising from Stanek Law, PLLC's gross negligence, willful misconduct, or fraud, Stanek Law, PLLC's aggregate liability to the City arising out of or relating to this Agreement, whether in contract, tort, or otherwise, shall not exceed the greater of (i) the total fees paid by the City to Stanek Law, PLLC under this Agreement in the twelve (12) months preceding the event giving rise to the claim, or (ii) the limits of the professional liability insurance coverage required under Section 4.6. Neither party shall be liable to the other for any incidental, consequential, special, or punitive damages arising out of this Agreement.

SECTION 5
TERM AND RENEWAL OF AGREEMENT

5. The term of this Agreement shall be effective August 1, 2026 until September 30, 2027, subject to renewal or extension as set forth in this Agreement.
 - 5.1. Attorney shall serve at the discretion of the City Council, and this agreement shall auto-renew each year on October 1 unless notice of Termination is given by either party. Upon written notice issued 60 days prior to autorenewal of this agreement, the parties may evaluate the contractual arrangement and decide whether this agreement should be renewed with the same or different length, terms and/or conditions.
 - 5.2. Annual Fee Adjustment: If this Agreement auto-renews pursuant to Section 5.1, the monthly Retainer Legal Services fee set forth in Section 3.1 and the hourly rates set forth in Schedule A shall automatically increase, effective as of each October 1 renewal date, by a percentage equal to the percentage increase, if any, in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items ("CPI-U"), as published by the United States Bureau of Labor Statistics, comparing the twelve-month period ending June 30 immediately preceding the renewal date to the twelve-month period ending June 30 of the prior year; provided, that the annual increase under this Section 5.2 shall not be less than two percent (2%) nor more than five percent (5%) in any renewal year. No adjustment under this Section 5.2 shall reduce the monthly fee or hourly rates then in effect. This Section 5.2 shall not apply in any renewal year in which the parties instead execute a written amendment to this Agreement modifying the term, fees, or rates pursuant to Section 5.1, and the terms of that amendment shall control.

SECTION 6
TERMINATION

6. This Agreement may be terminated by either party with a 60-day notice. City shall also have the right to remove Stanek Law, PLLC's appointment as City's attorney in the manner as set forth in Idaho Code §50-206 and terminate this Agreement, with or without cause, at any time, which termination shall be effective upon service of written notice to Stanek Law, PLLC in the manner as set forth herein. In the event of a termination, City shall remain responsible to pay Stanek Law, PLLC for all services provided through the date of termination pursuant to the terms of this Agreement. In the event of termination of the Agreement, Stanek Law, PLLC will voluntarily resign as city attorney. Such voluntary resignation shall not constitute an admission of any liability,

wrongdoing, or violation with respect to this Agreement and any dispute between the Parties.

SECTION 7 GENERAL PROVISIONS

7. Employment Relationship: the parties agree that their relationship is an independent contractor relationship. The relationship between the parties hereto shall not be that of Employer and Employee.

7.1. Attorney Fees: If any action or proceeding is instituted to enforce or construe any provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from any party or parties against whom a judgment is entered, all reasonable attorney fees and costs incurred by the prevailing party in connection with such action or proceeding in addition to such other relief to which such prevailing party is entitled.

7.2. Binding Effect: This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.

7.3. Choice of Law: This Agreement will be interpreted in accordance with the laws and statutes of the State of Idaho. Venue for any legal action will be in Blaine County, Idaho.

7.4. Notices: Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed as follows:

City: City Administrator P.O. Box 2315 191 5 th Street West Ketchum, ID 83340	Josh Stanek: Stanek Law, PLLC 400 S Main Street, Suite 104 Hailey, ID 83333
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7.5. Paragraph Headings: The paragraph headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective paragraphs.

7.6. Partial Invalidity: Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

- 7.7. Waiver: The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
- 7.8. No Assignment by Stanek Law, PLLC: Stanek Law, PLLC shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time.
- 7.9. Handwritten Provisions: Handwritten provisions inserted in this Agreement, and initialed by the parties in ink, shall control all typewritten provisions in conflict therewith.
- 7.10. Entire Agreement: This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the other documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.
- 7.11. Execution and Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.
- 7.12. Amendments: This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.

CITY OF KETCHUM

By: _____
Peter Prekeges, Mayor

ATTEST:

Trent Donat, City Clerk and Business Manager

Stanek Law, PLLC

By: _____
Joshua Stanek

Schedule A

Hourly Rates

	<i>\$ Per Hour Rate</i>
Josh Stanek	\$265
Legal Assistant	\$90