



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 23, 2026 Staff Member/Dept: Jade Riley – Administration

Agenda Item: Recommendation to approve contract 26170 with Elam & Burke, Attorneys at Law, to serve as Special Counsel.

Recommended Motion:

"I recommend the approval of contract 26170 with Elam & Burke, Attorneys at Law, to serve as Special Counsel."

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 civil (non-criminal) items not assigned to Mr. Stanek

Sustainability Impact:

No 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 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. • Elam & Burke's principal attorney's hourly rate is \$325/hour and associates' hourly rate is \$250/hour. • Any new legal matters may be tasked to Elam & Burke, effective upon contract approval.
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Attachments:

1. Elam & Burke contract #26170

AGREEMENT FOR CIVIL LEGAL SERVICES

THIS AGREEMENT FOR CIVIL SPECIAL COUNSEL LEGAL SERVICES ("Agreement") is made by and between the CITY OF KETCHUM, an Idaho municipal corporation and Elam & Burke, PA, an Idaho professional services corporation.

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 is in the best interest of the City to enter into this agreement with Elam & Burke for the provision of special counsel civil (non-criminal) legal services.

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

SECTION 1 DEFINITIONS

- 1.1 Special Counsel: means and refers to Elam & Burke.
- 1.2 Fiscal Year: means and refers to City's fiscal year, beginning October 1 and ending September 30 of each calendar year.

SECTION 2 SERVICES PROVIDED BY ELAM & BURKE, PLLC

- 2.1 Abigail Germaine shall serve as the primary attorney assigned to this contract and the City acknowledges that other attorneys within Elam & Burke may be utilized as needed on various matters.
- 2.2 Pursuant to the terms of this Agreement, Elam & Burke as an independent contractor is hereby appointed by the City to perform miscellaneous civil legal services on an as needed basis by the City.

SECTION 3

PAYMENT FOR SERVICES

- 3.1 City agrees to pay Elam & Burke for services rendered pursuant to the terms of this Agreement as follows:
- 3.2 City shall compensate Elam & Burke on the following schedule subject to annual rate adjustments:
- Shareholder/ Of Counsel Attorneys: \$325 hourly
 - Associates: \$250 hourly
 - Billing shall be billed on a one-tenth (.1 or 6 mins) of an hourly basis
- 3.3 City shall also reimburse Elam & Burke for actual out-of-pocket expenses (such as travel, filing fees, postage, etc.) incurred by Elam & Burke in the performance of legal services, as authorized by City.
- 3.4 Elam & Burke will provide the City with a monthly itemized invoice of all legal services performed (including all out-of-pocket expenses). The City shall remit payment within a net 30 basis.
- 3.5 Failure to pay the bill by the ninetieth (90th) day after receipt will result in imposition of a late charge equal to eighteen percent (18%) per annum on the unpaid balance.

SECTION 4

TERM

4. The term of this Agreement shall be effective to until September 30, 2027, subject to renewal or extension as set forth in this Agreement.

SECTION 5

REPRESENTATIONS AND WARRANTIES OF ELAM & BURKE

- 5.1 Authority: Elam & Burke has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement.
- 5.1.1 No Prohibition to Performance: There are no judgments, liens, actions, or proceedings existing or pending against Elam & Burke which would materially affect Elam & Burke's ability to enter into or perform under this Agreement.
- 5.1.2 Corporate Status: Elam & Burke 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.

5.1.3 Designated Primary Attorney: Elam & Burke acknowledges that Abigail Germaine is designated as the attorney with primary responsibility for providing special counsel legal services to the City pursuant to this Agreement.

5.1.4 Performance of Services: Elam & Burke 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.

5.1.5 Non-Exclusive Agreement: Elam & Burke 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.

5.1.6 Insurance: For purposes of this Agreement, Elam & Burke 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.

SECTION 6 TERM AND RENEWAL OF AGREEMENT

6. Elam & Burke 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 30 days prior to autorenewal of this Agreement, the parties may evaluate the contractual arrangement of the parties and decide whether this Agreement should be renewed with the same or different length, terms and/or conditions.

SECTION 7 TERMINATION

7. This Agreement may be terminated by either party with a 14-day notice without cause. City will be responsible for paying for services rendered through termination date.

SECTION 8 GENERAL PROVISIONS

- 8.1 **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.
- 8.2 **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.
- 8.3 **Binding Effect:** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
- 8.4 **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.
- 8.5 **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	Attorney: Elam & Burke 251 E. Front Street, Suite 300 Boise, ID 83702
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- 8.6 **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.
- 8.7 **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.
- 8.8 **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.

- 8.9 No Assignment by Elam & Burke: Elam & Burke shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time.
- 8.10 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.
- 8.11 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.
- 8.12 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

Elam & Burke
Attorneys at Law

By: _____
Abigail R. Germaine