

FRANKLIN COUNTY RESOLUTION 2025 0167

BEFORE THE BOARD OF COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

**PROFESSIONAL SERVICES AGREEMENT WITH ETTER, MCMAHON, LAMBERSON,  
VAN WERT & ORESKOVICH, P.C.**

**WHEREAS**, the Franklin County Administration office determined the need for a professional outside counsel from Franklin County to provide special counsel regarding a lawsuit or legal action between the County and the Franklin County Sheriff on Attachment A; and

**WHEREAS**, the County Administrator has negotiated a scope of work and contract terms with Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C.; and

**WHEREAS**, pursuant to RCW 36.01.010 and 36.32.120, the legislative authority of each County is authorized to enter into agreements on behalf of the County and have the care of County property and management of the County funds and business; and

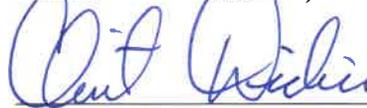
**NOW THEREFORE, BE IT RESOLVED**, the Franklin County Board of Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached "A" agreement as being in the best interest of the County; and

**BE IT FURTHER RESOLVED** that the Chair of the Board of Franklin County Commissioners be, and hereby is, authorized to sign said agreement between Franklin County and Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C., on behalf of the County; and

**BE IT FURTHER RESOLVED** that the County Administrator be, and hereby is, authorized to sign all supplements for the said Agreement on behalf of Franklin County.

**APPROVED** this 4th day of June 2025.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chair

**ABSENT**

Chair Pro Tem

  
Member

**ATTEST:**

  
Clerk to the Board

# **ATTACHMENT A**

ETTER, MCMAHON, LAMBERSON,  
VAN WERT & ORESKOVICH, P.C.

ATTORNEYS & COUNSELORS

WILLIAM F. ETTER\*  
STEPHEN M. LAMBERSON\*  
RONALD A. VAN WERT‡  
CARL J. ORESKOVICH■  
MICHAEL F. CONNELLY  
MEGAN C. CLARK\*  
ROBERT F. GREER♦  
BRAD E. SMITH\*  
ANDREW M. WAGLEY\*  
MAIJA M. DRUFFEL\*  
PATRICK S. KEEFE  
SAMIR DIZDAREVIC-MILLER\*  
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MICHAEL J. MCMAHON (RET. 2021)  
R. MAX ETTER, SR. (1910-1993)

\*WA & ID  
■WA & MT  
‡WA, ID, & AZ  
♦WA, ID & CA

May 30, 2025

Shawn P. Sant  
Franklin County Prosecutor's Office  
1016 N. 4<sup>th</sup> Avenue  
Pasco, WA 99301  
[ssant@franklincountywa.gov](mailto:ssant@franklincountywa.gov)

Re: Franklin County v. Jim Raymond, County Sheriff  
Special Prosecuting Attorney – Contract and Representation Agreement

Dear Mr. Sant,

We are pleased that Franklin County, desires to engage our firm to serve as outside legal counsel. The below represents the terms and conditions on which we will be engaged in the matter described herein.

CONTRACT FOR LEGAL REPRESENTATION

THIS CONTRACT is between Franklin County, a Washington State municipal corporation, as ("County"), and ETTER, MCMAHON, LAMBERSON, VAN WERT & ORESKOVICH, P.C., whose address is 618 West Riverside Avenue, Suite 210, Spokane, WA 99201, as ("Firm"). Individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. SCOPE OF SERVICES. The Firm shall act as SPECIAL COUNSEL providing legal services and advice to Franklin County and individual officers and employees, specifically including but not limited to the County Board of County Commissioners and County Administrator, regarding a lawsuit or legal action between the County and Franklin County Sheriff Jim Raymond, and any related claims brought by the County against Mr. Raymond.

2. **CONTRACT TERM.** The Contract shall begin upon signature by both parties and run until terminated or completion of services, whichever is earlier. The County reserves the right to terminate this Contract, with or without cause, as determined in the sole discretion of the County Prosecuting Attorney.
  
3. **FEES & BILLING.** The City shall pay the hourly fees and other charges as follows:
  - a. Partner Carl J. Oreskovich: \$500 per hour
  - b. Partner Megan C. Clark: \$400 per hour
  - c. All other partners: \$400 per hour
  - d. Associates: \$225 per hour
  - e. Legal Interns/ Paralegals \$125 per hour

From time to time, the Firm may advance or incur certain costs and expenses with respect to your legal matter. These costs will be charged to you in addition to the fee outlined above. Such charges may include mail and copy charges, travel expenses, exhibit preparation, etc. The Firm will bill the County on a monthly basis. Statements are generally mailed by the second week of the month following the month in which the services are performed. Payment on all statements is due within 30 days of receipt of the statements. There is a 1% finance charge assessed on any balances outstanding over 90 days. We retain the right to cease performing legal services and to terminate our representation of you for any reason consistent with ethical rules, including conflicts of interest or delinquency or nonpayment of legal fees and expenses.

4. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
  
5. **ANTI-KICKBACK.** No officer or employee of the County, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.
  
6. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

7. **INSURANCE.** During the term of the Contract, the Firm shall maintain in force at its own expense, the following insurance coverages:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020; and
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this Contract; and
- c. Professional Liability (E&O) Insurance with a combined single limit of not less than \$2,000,000 for each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Contract. If coverage is to be provided on a claims-made basis, the Firm shall warrant that any policy retroactive date precedes the effective date of the Contract. The coverage must remain in effect for at least two (2) years after the Contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Firm or its insurer(s) to the County. As evidence of the insurance coverage(s) required by this Agreement, the Firm shall furnish acceptable Certificates Of Insurance (COI) to the County at the time it returns this signed Agreement. The certificate shall specify the County as "Additional Insured" specifically for Firm's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

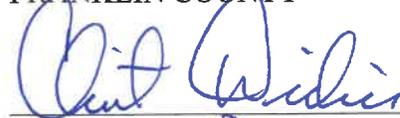
8. **INDEMNIFICATION.** The Firm shall indemnify the City, its officers and employees, from and against all direct damages, liability, cost and expense proximately caused by the negligent performance of the Firm's professional obligations under this Contract, subject to such defenses as the Firm may have under applicable law to a claim for negligence in the performance of its obligations. The Firm shall have no liability hereunder for punitive, consequential, special or other indirect damages. This indemnification is solely for the benefit of the City and no third-party beneficiary or other rights shall be created under this section. The Firm's liability shall be limited to the \$2,000,000 insurance coverage set forth in Paragraph 7(c).

9. MISCELLANEOUS PROVISIONS.

- a. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.
- b. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Franklin County, Washington.
- c. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- d. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.
- e. AUTHORITY. The below-signed individual represents he or she has authority to bind the County to this Agreement.

Dated: JUNE 4<sup>th</sup>, 2025

FRANKLIN COUNTY



By: CLINT DIDIER

Title: CHAIR OF FRANKLIN COUNTY  
BOARD OF COMMISSIONERS

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

ETTER, McMAHON, LAMBERSON,  
VAN WERT & ORESKOVICH, P.C.



CARL J. ORESKOVICH