

City of Tenino
2026 Contract for Public Defender

This contract, executed on the date indicated below between the CITY OF TENINO, hereinafter referred to as the “CITY” and Eloquence Law, PLLC, an office with attorneys licensed in the State of Washington hereinafter referred to as the “CONTRACTOR” is to secure personal services of the CONTRACTOR to provide professional services for the Tenino Municipal Court. By signing below the parties have agreed to the following:

1. **CONTRACT REPRESENTATIVES.** The addresses and principal representatives of the parties are as followed:

CITY OF TENINO

David Waterson
Mayor
P.O. Box 4019
Tenino, WA 98589
(360) 264-2368

CONTRACTOR

Eloquence Law, PLLC
Attorneys at Law
400 Union Ave SE #252
Olympia, WA 98501
(360) 918-7311

2. **CITY OF TENINO:** The CITY is a municipal entity organized and existing pursuant to the laws of the State of Washington. The CITY is authorized to enter into this contract through its representatives to secure the personal services of the CONTRACTOR.
3. **CONTRACTOR:** The CONTRACTOR shall provide one or more qualified Attorneys at Law in good standing with the Washington State Bar Association. The CONTRACTOR is an independent contractor and is not an employee of the city. It is the intention and understanding of the Parties that the CONTRACTOR
4. **CONTRACTOR’S DUTIES AND RESPONSIBILITIES:** The CONTRACTOR agrees to provide the CITY with legal and professional services in support of the CITY’S Municipal Court during the term of this contract. Legal counsel and services to be provided by the CONTRACTOR shall include:
- a. Attendance at all arraignment calendars based on the schedule determined by the Court for the purpose of screening all defendants cited into Tenino Municipal Court for eligibility to receive representation due to indigence.
 - b. Representation of all indigents at all Court proceedings after appointment such as pre-trial conferences, motion hearings, and trials to those qualifying for indigent representation.
 - c. Legal research, defendant/witness interviews, legal advisement, and preparation of legal documents – all as necessary to ensure competent legal representation of those determined to be indigent.

- d. Comply with all applicable public records and records retention laws.
 - e. Other activities related to the provision of legal services to those accused of crimes by the City of Tenino.
 - f. During the term of this Contract, the Contractor shall not discriminate against any client or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap.
- 5. CONFLICTS OF INTEREST:** The parties recognize that from time to time the representation of an indigent client or clients by the CONTRACTOR may, in good faith, be determined to be a conflict of interest for the CONTRACTOR. Where a conflict of interest exists, the legal service required to be provided under this contract and the Rules of Professional Responsibility would be jeopardized. Therefore, the parties agree that when such a good faith determination is made by the CONTRACTOR, he/she shall give notice to the Court and the Court, upon finding that a conflict of interest exists, shall order alternative counsel for the person in need of legal representation at the expense of the CITY.
- 6. SCHEDULE/REPORTING REQUIREMENTS:** The Court and CONTRACTOR agree to work cooperatively in the scheduling of Court activities and appearances of the CONTRACTOR in order to enhance the efficiency of the judicial system and provide competent legal representation for persons determined to be indigent.
- 7. TERM OF CONTRACT:** The term of performance of this contract shall be the date of execution of this agreement by both parties, and shall expire on June 30, 2026, unless otherwise extended in writing at the option of the CITY.
- 8. STANDARDS:** CONTRACTOR agrees that he shall be in full compliance with 14.1 standards set by the Washington State Supreme Court pertaining to Indigent Defense Services, including but not limited to reporting hours of public defense work as well as private defense work.
- 9. COMPENSATION:** As compensation for the work described above the contractor shall be paid \$500 per case assigned. As an independent contractor, the CONTRACTOR shall be solely responsible for payment of applicable federal and state taxes.

If any case moves forward to trial, CONTRACTOR will be compensated at a rate of \$150 per hour for trial time.

Fees and costs of investigators, interpreters and experts shall be paid by the CITY if the Court has authorized said expenditures prior to the CONTRACTOR incurring said obligations on behalf of a client.

- 10. ASSIGNMENT OF THE CONTRACT:** The CONTRACTOR will not assign, transfer, convey, pledge or encumber this contract or right, title or interest, or his power to execute same; or any monies due hereunder, without the consent in writing of the CITY, this agreement being intended to secure the personal/professional services of the CONTRACTOR.
- 11. TERMINATION:** Either party may terminate this contract immediately for cause with written notice to other party. Either party may terminate this contract without cause within thirty (30) days of notice to the other party. Notice shall be in writing and shall not be effective until received by other party, either through regular mail or hand delivery.
- 12. CONFIDENTIALITY:** The CONTRACTOR will abide by all Federal, State, and City requirements regarding confidentiality of client information. The CONTRACTOR further agrees to keep strictly confidential and personal information given to him/her in fulfilling the duties of the contract. The CONTRACTOR shall have access to an office space provided by the municipal court that accommodates confidential meetings with clients.
- 14. DISCRIMINATION:** The CONTRACTOR assures that CONTRACTOR and CONTRACTOR's associates, agents, or subcontractors will comply with all applicable civil rights laws, including Title VII of the Civil Rights Act of 1964, as amended, and that no person shall on the grounds of race, color, religion, sex or national origin be excluded from participation in, be denied the benefits of this agreement, or be otherwise subjected to discrimination under this agreement.
- 15. PRIVATE PRACTICE:** CONTRACTOR may represent private clients or accept additional public defender contracts with other government entities so long as such representation does not interfere with CONTRACTOR's obligations under this agreement or create a conflict of interest in the representation of indigent defendants.
- 16. MODIFICATIONS:** No subsequent modifications or amendments of this agreement shall be in force or effect unless signed in writing by authorized representatives of the CITY and the CONTRACTOR made part of this agreement.
- 17. ENTIRE CONTRACT:** This contract incorporates all the agreements, covenants and understandings between the parties. No contract or understanding, verbal or otherwise, of the parties regarding their responsibilities under this Agreement shall be valid or enforceable unless embodied in this Contract or subsequent written amendments.
- 18. SEVERABILITY:** If any terms or provisions of this Contract are held invalid, the remaining provisions shall not be affected and shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

Completed W9 provided with contract on July 1, 2025.

CITY OF TENINO

CONTRACTOR

Eloquence Law, PLLC

By: _____
David Waterson
Mayor

Bret Woody, WSBA #47756
Public Defense Attorney

Date: _____

Date: _____

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