

LEGAL SERVICES AGREEMENT

I MINA'TRENTAI SINGKONA LIHESLATURAN GUÅHAN

This Legal Services Agreement (“Agreement”) is entered into this 7th day of January 2019, between *I Liheslaturan Guåhan* (“the Guam Legislature”), government of Guam, whose mailing address is 163 W. Santo Papa, Hagåtña, Guam 96910, and Blue Ocean Law, P.C. (“Attorney” or “Contractor”) whose mailing address is Ste. 216, 194 Hernan Cortez Ave., Hagåtña, Guam 96910.

RECITALS

WHEREAS, it is the intention of the parties that Attorney shall provide services to *I Liheslaturan Guåhan* and *I Liheslaturan Guåhan* shall pay for said services as set forth herein;

WHEREAS, it is the intention of the parties that Attorney be deemed an independent contractor, *not* an employee, and *not* entitled to any benefits otherwise available to employees of the government of Guam; and

WHEREAS, it is the intention of the parties that Attorney *not* be entitled to payment for any services rendered to *I Liheslaturan Guåhan* until such time as all signatures to this documents have been affixed herein.

NOW THEREFORE, the parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS

1.0. CONSIDERATION. In consideration for the amount and payment terms specified in Paragraph 1.1, below, Attorney shall provide the following legal services:

Serve as Legislative Counsel and perform those duties of the Legal Bureau set forth in the Standing Rules of *I Mina'trentai Singko Na Liheslaturan Guahån*; provided however that legal services and representation of *I Liheslaturan Guåhan*, or any of its Committees or Members, in connection with any litigation, shall be paid pursuant to a separate written agreement.

1.1. PAYMENT TERMS AND CONTRACT PERIOD. *I Liheslaturan Guåhan shall pay Attorney the total amount of Ninety-Nine Thousand Dollars (\$99,000.00) for the legal services identified in Paragraph 1.0 above, in equal semi-monthly installment amounts of Five Thousand Five Hundred Dollars (\$5,500.00). Payments shall commence on said semi-monthly basis after the effective date of this Agreement, which is identified in the opening paragraph of this Agreement. This Agreement shall terminate on September 30, 2019, unless otherwise earlier terminated in accordance with this Agreement. Attorney shall not be paid before the commensurate value of services is rendered to I Liheslaturan Guåhan.*

2.0. SIGNATURES REQUIRED. This Agreement shall not be effective and Attorney shall not be entitled to any monies from *I Liheslaturan Guåhan*, nor shall it be binding upon *I Liheslaturan Guåhan*, until such time as all signatures are affixed to the signature page herein.

3.0. AVAILABILITY OF FUNDS. This Agreement is expressly subject to the availability of funds by *I Liheslaturan Guåhan*.

4.0. TERMINATION.

4.1. Mutual Termination Right. This Agreement may be immediately terminated upon written notice at any time and for any reason by either party. In such case of termination, Contractor shall be entitled to the value of services actually rendered to *I Liheslaturan Guåhan*, less any damages that may be due *I Liheslaturan Guåhan*. Termination shall be effective as of the date specified in the written notice of termination.

4.2. Automatic Termination. In addition to other rights *I Liheslaturan Guåhan* has under Guam law, this Agreement shall automatically terminate upon any of the following events: (i) assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Attorney's failure to maintain or renew the appropriate licenses required in order to perform this Agreement by Attorney, i.e. business license; (iii) Attorney's failure to pay the applicable Federal and/or local

government taxes arising from this Agreement, i.e. Guam gross receipts tax; or (iv) death of Contractor if Contractor is a sole proprietorship or partnership, or dissolution or other termination of existence if Contractor is a corporation. Upon termination under this Paragraph, Attorney *shall* be entitled to the value of services rendered to *I Liheslaturan Guåhan* to the date of automatic termination, less any damages that may be due *I Liheslaturan Guåhan*.

5.0. REPRESENTATION & WARRANTIES. Contractor represents and warrants that Contractor has the legal capacity to enter into this Agreement and that Contractor maintains the necessary licenses, permits, etc. to perform its obligations under this Agreement. Further, Contractor represents and warrants that Contractor will maintain all licenses, permits, etc. required for the duration of this Agreement, and will comply with all Guam laws pertinent to this agreement.

6.0. COVENANT NOT TO SUE; CONFLICTS OF INTEREST. Contractor *shall not* bring or maintain any claim, grievance, suit, or legal action or proceeding of any nature whatsoever where the Committee on Rules, by Rules Resolution, deems Attorney's representation to be contrary to the interest of *I Liheslaturan Guåhan*, or to constitute a conflict of interest in any administrative or judicial proceeding, or in any case or legal matter whatsoever. If a representation contrary to *I Liheslaturan Guåhan's* interests arises, Attorney *shall* immediately take such steps to withdraw from representation of the adverse client or interest against *I Liheslaturan Guåhan*. Attorney agrees that any representation of an interest which Attorney, a partner or employee of contractor, or Attorney's law firm is presently engaged in, which is in violation of this Paragraph, will withdraw within five (5) days of the signing of this contract by Attorney and notice of such withdrawal *shall* be given in writing to *I Liheslaturan Guåhan*. Failure to abide by this Paragraph constitutes a breach of the entire contract and all rights of Contractor herein are thereafter automatically terminated.

7.0. STATUS OF CONTRACTOR. It is the express agreement of the parties that

Attorney shall be deemed an independent contractor and *not* an employee of *I Liheslaturan Guåhan*. Attorney is expressly limited to the consideration set forth in Paragraph 1.1 and is *not* entitled to any benefits otherwise available to government employees, including, but not limited to, sick leave, annual leave, retirement, workers compensation, group life insurance, group medical insurance, or periodic or other step increases in wages.

8.0. NON-ASSIGNMENT; NON-DELEGATION. Contractor *shall not* assign any right nor delegate any responsibility that it has under this Agreement without first obtaining the written consent of *I Liheslaturan Guåhan*.

9.0. INDEMNIFICATION. In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the action(s) or inaction(s) of Contractor, Contractor *shall* indemnify and hold harmless *I Liheslaturan Guåhan* for any judgment rendered against it that is the direct result of Contractor's action(s) or inaction(s).

10.0. NOTICES. Unless otherwise indicated, all notices required or permitted to be sent under this Agreement *shall* be sent via U.S. Mail to the appropriate party to the address identified on page 1 of this agreement. If notice is being provided to *I Liheslaturan Guåhan*, it *shall* be directed to the attention of the "Executive Director." Notice may also be made by personal service upon Attorney, or upon *I Liheslaturan Guåhan* via the Executive Director's Office. A copy of any notice sent to *I Liheslaturan Guåhan* *shall* also be mailed or delivered to the office of the Legislative Counsel at *I Liheslaturan Guåhan*.

11.0. NON-WAIVER. No waiver of any term, condition, or covenant of this Agreement may be presumed, but must be made in writing by the parties so waiving to the other party. No payment by *I Liheslaturan Guåhan* to Contractor *shall* constitute an acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement *shall not* be deemed a waiver to exercise that right in the future.

12.0. PAROLE EVIDENCE. This Agreement constitutes the entire agreement between the parties relating to matters stated herein. All prior discussions and agreements with respect to these matters, except to the extent stated in this Agreement, shall be of no further force and effect.

13.0. MODIFICATION. No amendment, alteration or modification to this Agreement may be made except in a writing signed by the Parties to this Agreement.

14.0. GOVERNING LAW. The laws of Guam *shall* apply to the construction, interpretation and resolution of any disputes for this Agreement.

15.0. REMEDIES. In addition to any other remedies available under law, *I Liheslaturan Guåhan* shall have the right to withhold any amounts that may be due Contractor in order to mitigate the damages incurred, or to be incurred, by *I Liheslaturan Guåhan* from Contractor's breach or anticipatory breach of this Agreement.


16.0. SEVERABILITY. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, then the remaining parts of this

Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement in Hagåtña, Guam, the date and year first above written.

ATTORNEY

Blue Ocean Law, PC



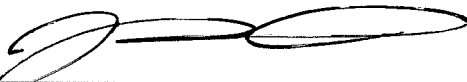
By: **Julian Aguon**

1-14-19

Date

I LIHESLATURAN GUÅHAN:

Approved as to form:

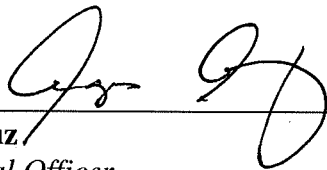


JULIAN AGUON
Legislative Counsel

1-14-19

Date

Certification as to Availability of Funds and as to Expenditure of Funds in Accordance with the Budgetary Requirements of the Standing Rules:




Agnes Cruz
Chief Fiscal Officer

1/15/19

Date

Executed by:



~~Tina Muña Barnes~~ P.S. **Telena C. Nelson**
Acting, *Speaker*

1/15/19

Date

Attested by:

Amanda L. Shelton
Amanda L. Shelton
Legislative Secretary

Jan 16 2019
Date

Countersigned by:

Régine B. Lee
Régine B. Lee
Chairperson, Committee on Rules

15 Jan 2019
Date

Allotment Number: 06302-515

Authorized Amount: \$99,000 -

Contract Number: 1935C0001

FY 19

2nd Entr.	\$ 33,000 -
3rd "	\$ 33,000
4th "	\$ 33,000 -
<hr/>	
	\$ 99,000 -

**GUAM LEGISLATURE
FISCAL OFFICE**

JAN 15 2019

TIME 4:00 [~~AM~~] PM
RECEIVED BY [Signature]