

LEGAL SERVICES AGREEMENT
I MINA'TRENTAI SINGKO NA LIHESLATURAN GUÅHAN

This Legal Services Agreement (“Agreement”) is entered into this 7th day of January, 2019, between *I Liheslaturan Guåhan* whose mailing address is 163 W. Santo Papa, Hagåtña, Guam 96910, and **Hinatsa Law** (“Contractor”) whose mailing address is P.O. Box 316, Hagåtña, GU 96932, (hereafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, it is the intention of the Parties that Contractor provide services to the Office of Senator Regine Biscoe Lee, under the direction of Senator Biscoe Lee (“Member”), and *I Liheslaturan Guåhan* shall pay for said services from the Member’s budget;

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

WHEREAS, it is the intention of the Parties that Contractor *not* be entitled to payment for any services rendered until such time as all signatures are affixed to this Agreement.

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

TERMS AND CONDITIONS

1.0. Specified Deliverables. In consideration for the amount and payment terms specified below, Contractor *shall* provide the following legal services to the Member:

- (i) conducting legal research, performing legal analysis, and providing legal guidance in the Member’s areas of oversight authority and other areas identified by the Member;
- (ii) drafting, reviewing, or analyzing bills, potential bills, resolutions, potential resolutions, and official correspondence;
- (iii) consulting with office staff, legislative employees, agency or department employees, or other community stakeholders in forming and analyzing

policies; and

- (iv) briefing or otherwise preparing the Member for attendance at session, public hearings, oversight hearings, roundtable discussions, or other meetings.

2.0. Payment Terms. *I Liheslaturan Guåhan shall* pay Contractor the total amount of **Fifty Six Thousand Two Hundred Fifty Dollars (\$56,250.00)** for the legal services identified in Paragraph 1.0 above, in un-equal semi-monthly installments. The first installment *shall* be paid by the 15th of each month in the amount of **\$4,687.50**. The second installment *shall* be paid by the 30th of each month in the amount of **\$1,562.50**. Contractor *shall not* be paid before the commensurate value of services is rendered.

2.1. Availability of Funds. This Agreement is expressly subject to the availability of funds of *I Liheslaturan Guåhan*.

3.0. Contract Period. This Agreement is effective January 7, 2019 and *shall* remain in effect through September 30, 2019, unless otherwise earlier terminated in accordance with this Agreement.

3.1. Quarterly Meeting and Addendum Required. Member and Contractor *shall* hold a quarterly review meeting no later than March 31, 2019; June 30, 2019; and September 30, 2019 to review the specific services requested by Member and provided by Contractor and to determine if any amendments to the Scope of Work or the Compensation terms are needed. Should Member and Contractor determine no amendments are needed, Member and Contractor *shall* execute an addendum within five business days following the meeting indicating the same. Should Member and Contractor determine there are amendments needed, Member and Contractor *shall* prepare an addendum identifying the needed amendments. In order to be effective, any addendum identifying amendments to the Scope of Work or the Compensation terms of this Agreement *shall* be in accordance with the Standing Rules of *I Liheslaturan Guåhan* and *shall* be executed by the Parties.

4.0. Representations and Warranties.

4.1. Capacity. Contractor represents and warrants that it has the legal capacity to enter into this Agreement.

4.2. Licensure. Contractor represents and warrants that it holds and will continuously maintain the necessary licenses, permits, etc. to perform its obligations under this Agreement for the duration of this Agreement, and will comply with all Guam laws pertinent to proper licensure.

4.3. Lobbyist Status. Contractor represents and warrants that it is not a legislative lobbyist.

5.0. Covenants.

5.1. Covenant not to Sue; Conflicts of Interest. Contractor covenants not to 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 its 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 the Committee on Rules makes such a determination, *I Liheslaturan Guåhan shall* transmit a copy of the resolution to Contractor. Unless *I Liheslaturan Guåhan* and Contractor otherwise agree to continued representation, Contractor covenants to take necessary steps to withdraw from representation of the adverse interest against *I Liheslaturan Guåhan* within fourteen days of receiving a copy of the resolution. Notice of such withdrawal *shall* be given in writing to *I Liheslaturan Guåhan*. Failure to abide by this Paragraph *shall* constitute a breach of the entire Agreement and all rights of Contractor herein are thereafter automatically terminated. Upon termination under this Paragraph, Contractor *shall* be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damages that may be due *I Liheslaturan Guåhan*.

5.2. Assignment and Delegation. Contractor covenants not to assign any right nor delegate any responsibility that it has under this Agreement without first obtaining the written consent of *I Liheslaturan Guåhan*. Violation of this Paragraph *shall* constitute a breach of the entire Agreement and all rights of Contractor herein are thereafter automatically terminated. Upon termination under this Paragraph, Contractor *shall* be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damages that may be due *I Liheslaturan Guåhan*.

5.3. 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 covenants to 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).

6.0. Notices. Unless otherwise indicated, all notices required or permitted to be sent under this Agreement *shall* be sent via U.S. Mail; hand-delivery, with receipt confirmation; or e-mail, with receipt confirmation, to *each* of the following persons at either of the following addresses:

	<i>I Liheslaturan Guåhan</i>	Hinatsa Law (Contractor)
Persons Receiving Notice	Executive Director Member Legislative Counsel	Stephanie E. Mendiola, Esq.
Physical Address	Guam Congress Building 160 W. Santo Papa Hagåtña, GU 96910	295 Route 4 Pago Plaza, Unit 205 Chalan Pago, GU 96910
Mailing Address	(Same)	PO Box 316 Hagåtña, GU 96932
E-mail Address	carlo.branch@guamlegislature.org senatorbiscoelee@guamlegislature.com guamlegislativecounsel@gmail.com	stephanie@hinatsalaw.com

7.0. Waiver. No waiver of any term, condition, or covenant of this Agreement may be presumed but must be made in writing by the waiving party 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.

8.0. Integration. 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.

9.0. Amendments. No amendment to this Agreement, including deletion or additions, may be made except via written addendum signed by the Parties or as otherwise stated herein.

10.0. Termination.

10.1. 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.

10.2. Automatic Termination. 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) Contractor's failure to maintain or renew the appropriate licenses required in order to perform this Agreement; (iii) Contractor's failure to pay the applicable federal or local government taxes arising from this Agreement, e.g., Guam gross receipts tax; or (iv) death of Contractor if Contractor is a sole proprietor or member of a partnership, or dissolution or other termination of existence if Contractor is a corporation. Upon termination under this Paragraph, Contractor *shall* be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of automatic termination, less any damages that may be due *I Liheslaturan Guåhan*.

11.0. Governing Law. The laws of Guam *shall* apply to the construction, interpretation, and resolution of any disputes for this Agreement.

12.0. 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.

13.0. Severability. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, the remaining parts of this Agreement *shall* remain in full force and effect.

14.0. Signatures Required. This Agreement *shall not* be effective, and Contractor *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 identified signatures are affixed herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement in Hagåtña, Guam on the

date first written above.

HINATSA LAW:

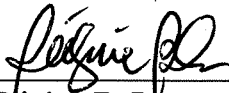


Stephanie E. Mendiola, Esq.
Attorney-at-Law

16 JAN 19

Date

I LIHESLATURAN GUÁHAN:

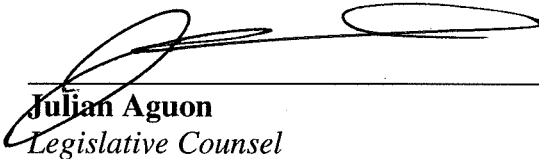


Régine B. Lee
Authorizing Senator

15 Jan 2019

Date

Approved as to Form:

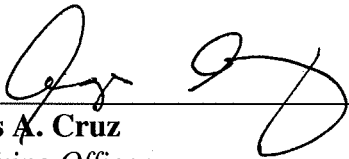


Julian Aguon
Legislative Counsel

1-17-19

Date

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



Agnes A. Cruz
Certifying Officer

1/18/19

Date


Executed by:



Tina Muña Barnes
Speaker

1-18-2019
Date

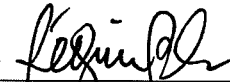
Attested by:



Amanda L. Shelton
Legislative Secretary

1/22/19
Date

Countersigned by:



Régine B. Lee
Chairperson, Committee on Rules

22 Jan 2019
Date

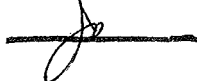
FY 19
2nd Qtr 18,750 -
3rd " 18,750
4th " 18,750

FOR USE BY CENTRAL OPERATIONS STAFF OF I LIHESLATURAN GUAHAN:

**GUAM LEGISLATURE
FISCAL OFFICE**

JAN 22 2019

TIME: 12:00 [] AM [x] PM

RECEIVED BY 

Allotment Number: 06302-579

Authorized Amount: \$56,250.00

Contract Number: 1935 CO 003