

LEGAL SERVICES AGREEMENT
I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN

This Legal Services Agreement (“Agreement”), effective January 6, 2025, is entered into by and between ***I Liheslaturan Guåhan***, whose mailing address is 163 W. Santo Papa, Hagåtña, Guam 96910, and **Darleen E. Hiton of The Law Offices of Phillips & Bordallo, P.C.** (“Attorney”), whose mailing address is 410 West O’Brien Drive, Suite 102 Hagåtña Guam USA, 96910, Guam, (hereafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, it is the intention of the Parties that Attorney provide services to the 38th Guam Legislature, under the direction of the Speaker and the Chairperson of the Committee on Rules and *I Liheslaturan Guåhan* shall pay for said services from the Central Operation’s budget;

WHEREAS, it is the intention of the Parties that Attorney be deemed an independent Attorney, *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 Attorney *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, Attorney *shall* provide the following legal services to the Member:

- (i) Serve as Legislative Counsel; and
- (ii) Perform the duties of the Legal Bureau set forth in the Standing Rules of *I Mina'trentai Ocho Na Liheslaturan Guahan*; provided, however that legal services and representation of *I Liheslaturan Guahan*, or any of its Committees or Members, in connection with any litigation, shall be paid pursuant to a separate written agreement;

2.0. Payment Terms. *I Liheslaturan Guåhan shall pay Attorney the total amount of Ninety-Nine Thousand Dollars and 00/100 (\$99,000) for the legal services identified in Paragraph 1.0 above, in equal monthly installment amounts at the rate of Eleven Thousand Dollars and 00/100 (\$11,000.00). Payments shall commence on said basis after the effective date of this Agreement. Attorney 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 6, 2025, and *shall* remain in effect through September 30, 2025, unless otherwise earlier terminated in accordance with this Agreement.

4.0. Representations and Warranties.

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

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

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

4.4. Attorney's Agents. Attorney shall be liable for any and all of its agent's acts and omissions under this Agreement.

5.0. Covenants.

5.1. Covenant not to Sue; Conflicts of Interest. Attorney covenants not to bring, file, 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 Attorney. Unless *I Liheslaturan Guåhan* and Attorney otherwise agree to continued representation, Attorney

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 Attorney herein are thereafter automatically terminated.

5.2. Assignment and Delegation. Unless otherwise agreed to, this Agreement shall not be assignable or delegable. Attorney covenants not to assign any right nor delegate any responsibility under this Agreement without the written consent of *I Liheslaturan Guåhan*. Violation of this Paragraph *shall* constitute a material breach of this Agreement, which shall terminate this Agreement and any and all rights of Attorney.

5.3. Indemnification. In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the acts or omissions of Attorney and its agent(s), Attorney covenants to defend, indemnify and hold harmless *I Liheslaturan Guåhan* for any judgment rendered against it that is the result of Attorney and/or its agent(s) acts or omissions.

6.0. Notices. Unless otherwise indicated, all notices shall be delivered under this Agreement 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>	Attorney
Persons Receiving Notice	Executive Director Member/Committee Chairperson Legislative Counsel	Darleen E. Hiton of The Law Offices of Phillips & Bordallo, P.C. by
Physical Address	Guam Congress Building 163 W. Santo Papa Hagåtña, GU 96910	410 West O'Brien Drive, Suite 102 Hagåtña Guam USA. 96910
Mailing Address	(Same)	[Address]
E-mail Address	[Executive Director email] [Member/Committee email] legislativecounsel@guamlegislature.org	dhiton@phillipsbordallo.law

7.0. Waiver. No term, condition, or covenant of this Agreement shall be deemed waived unless executed in writing by the waiving party. No payment by *I Liheslaturan Guåhan* to Attorney *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. 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) Attorney's failure to maintain or renew the appropriate licenses required in order to perform this Agreement; (iii) Attorney'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 Attorney; (v) dissolution or termination of Attorney who is a business partnership, joint venture, corporation, or any other type of business entity.

11.0. Payment Upon Termination. Upon termination under any provision of this Agreement—whether automatic or otherwise—Attorney *shall* be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of termination, less any and all damages incurred or anticipated by *I Liheslaturan Guåhan* arising out of or deriving from Attorney's breach or anticipatory breach of this Agreement.

12.0. Governing Law. The laws of Guam *shall* govern the construction, interpretation, and resolution of any disputes under this Agreement.

13.0. 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 Attorney in order to mitigate any and all damages incurred and anticipated by *I Liheslaturan Guåhan* arising out of or deriving from Attorney's breach or anticipatory breach of this Agreement.

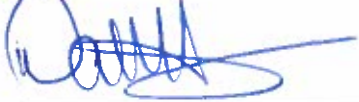
14.0. Severability. If any provision of this Agreement is held invalid, void or

unenforceable by a court of competent jurisdiction, the remaining parts of this Agreement *shall* remain in full force and effect.

15.0. 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 identified signatures are affixed herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement in Hagåtña, Guam on the date set forth below.

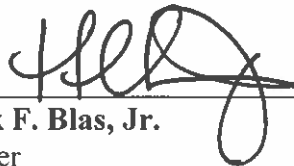
ATTORNEY:



By: Darleen E. Hiton
The Law Offices of Phillips & Bordallo, P.C.

1/3/25
Date

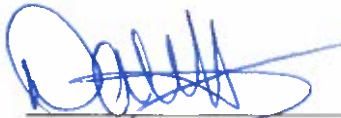
I LIHESLATURAN GUÅHAN:



Frank F. Blas, Jr.
Speaker

1/6/25
Date

Approved as to Form:



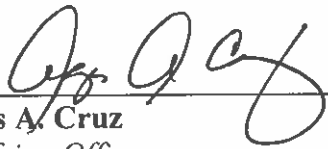
Darleen Eustaquio Hiton
Legislative Counsel

1/3/25
Date

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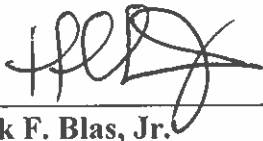
Certification as to Availability of Funds and as to Expenditure of Funds in Accordance with the Budgetary Requirements of the Standing Rules:



Agnes A. Cruz
Certifying Officer

1/10/2025
Date

Executed by:



Frank F. Blas, Jr.
Speaker

1/10/2024
Date

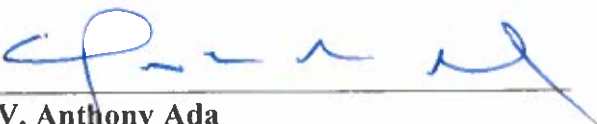
Attested by:



Sabrina Salas Matanane
Legislative Secretary

1/14/2025
Date

Countersigned by:



V. Anthony Ada
Chairperson, Committee on Rules

1/14/2025
Date

FOR USE BY CENTRAL OPERATIONS STAFF OF I LIHESLATURAN GUAHAN:

FY 2025
2nd Qtr - \$33,000 -
3rd Qtr - \$33,000 -
4th Qtr - \$33,000 -

Allotment Number: 06302-575

GUAM LEGISLATURE
FISCAL OFFICE

Authorized Amount: \$ 99,000 -

Contract Number: 2538C0001

JAN 14 2025
TIME 1:50 | 1 AM | PM
RECEIVED BY RT