

LEGAL SERVICES AGREEMENT
I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN

This Legal Services Agreement (“Agreement”), effective March 25, 2025, is entered into by and between ***I Liheslaturan Guåhan***, whose mailing address is 163 W. Santo Papa, Hagåtña, Guam 96910, and **The Law Office of Peter C. Perez** (“Attorney”), whose mailing address is DNA Building, Suite 802, 238 Archbishop Flores Street, Hagåtña, Guam, 96910 (hereafter collectively referred to as the “Parties”).

RECITALS

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

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 I Liheslaturan Guåhan*:

- (a) Represent the Guam Legislature in *Government of Guam and Guam Waterworks Authority v. Core Tech International Corporation and Younex Enterprises Corporation*, Civil Case No. CV 1198-18; Supreme Court Case CVA024-007. The scope of representation shall be limited to file Amicus Curiae or a Motion to Intervene in the instant litigation to assert *I Liheslaturan Guåhan's*

position relative to the requirement of the Legislative approval for the conveyance of property belonging to the government of Guam and its effect on the purported conveyances in the instant matter.

2.0. Payment Terms. *I Liheslaturan Guåhan* shall pay Attorney no more than **Sixty-Five Thousand Dollars (\$65,000.00)** for the legal services identified in Paragraph 1.0(a) above, to be expended from *I Liheslaturan Guåhan*'s Central Operations Fund for legal fees and costs in this matter and shall be paid pursuant to submitted monthly legal billings not to exceed a combined total of **Sixty-Five Thousand Dollars (\$65,000.00)**.

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 March 25, 2025, and *shall* remain in effect until the condition in Paragraph 1.0(a) is completed or 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	The Law Office of Peter C. Perez
Physical Address	Guam Congress Building 163 W. Santo Papa Hagåtña, GU 96910	DNA Building, Suite 802, 238 Archbishop Flores Street, Hagåtña, Guam, 96910
Mailing Address	(Same)	(Same)
E-mail Address	<i>committeeonrules@guamlegislature.gov</i>	<i>pcperez@perezlawguam.com</i>

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.

7.0. 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.

8.0. 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.

9.0. Termination.

9.1. 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.

9.2. 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.

10.0. 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.

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

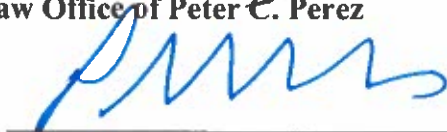
13.0. Severability. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, the remaining parts of this Agreement *shall* remain in full force and effect.

14.0. Signatures Required. This Agreement *shall not* be effective, and 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:

The Law Office of Peter C. Perez



By: Peter C. Perez
Principal

4/7/25

Date

I LIHESLATURAN GUÅHAN:



Christopher M. Dueñas
Authorizing Senator

4/7/25

Date

Approved as to Form:

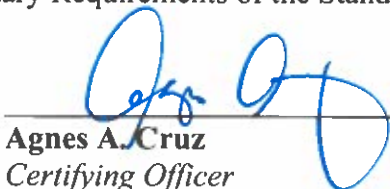


Darleen Eustaquio Hiton
Legislative Counsel

4/7/25

Date

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

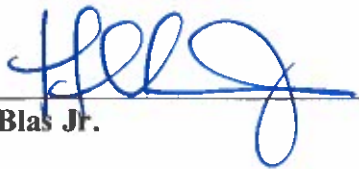


Agnes A. Cruz
Certifying Officer

4/07/25

Date

Executed by:



Frank F. Blas Jr.
Speaker

4/7/25

Date

Attested by:



Sabrina Salas Matanane
Legislative Secretary

4/7/25

Date

Countersigned by:



Christopher M. Dueñas
Acting Chairperson, Committee on Rules

4/7/25

Date

FOR USE BY CENTRAL OPERATIONS STAFF OF I LIHESLATURAN GUAHAN:

Allotment Number: 06302-575

Authorized Amount: \$65,000 -

Contract Number: 2538CDD15

GUAM LEGISLATURE
FISCAL OFFICE

APR 07 2025

TIME 4:55 1 AM ✓ PM
RECEIVED BY 

I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN
2025 (FIRST) Regular Session

Resolution No. 39-38 (COR)

Introduced by:

Committee on Rules

RELATIVE TO AUTHORIZING THE LEGISLATIVE COUNSEL OR OTHER RETAINED COUNSEL, TO REPRESENT *I MINA'TRENTAI OCHO NA LIHESLATURAN GUAAHAN* IN THE SUPERIOR COURT OF GUAM IN GOVERNMENT OF GUAM, ET.AL. V. CORETECH INTERNATIONAL CORPORATION, CIVIL CASE NO. CV1198-18; AND THE SUPREME COURT OF GUAM IN CVA024-007.

BE IT RESOLVED BY THE COMMITTEE ON RULES OF *I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN*:

WHEREAS, the government of Guam (GovGuam) commenced suit in *Government of Guam and Guam Waterworks Authority v. CoreTech International Corporation and Younex Enterprises Corporation*, Civil Case No. CV1198-18; and the Supreme Court of Guam Appeal Case CVA024-007, against CoreTech International Corporation (CoreTech) and Younex Enterprises Corporation (Younex) on December 17, 2018. In its suit, GovGuam petitioned the court to cancel and amend certain Certificates of Title issued to CoreTech and/or Younex Enterprises. On March 25, 2019, the Guam Waterworks Authority (GWA) moved to intervene, and subsequently filed its Petition to Quiet Title on April 17, 2019; and

1 **WHEREAS**, this case involves a dispute between the parties as to the rightful
2 owner of Lot AL-002 or a portion of Lot AL-002 and the Northern District Wastewater
3 Treatment Plant (NDWWTP) based on a series of conveyances and the legal effect of
4 those conveyances; and

5 **WHEREAS**, CoreTech argues that the 1997 Grant Deed conveys an easement to
6 the NDWWTP but not the Plant property itself. GWA argues it acquired title to the
7 NDWWTP property, not just the easement, from the 1997 Grant Deed; and

8 **WHEREAS**, on August 14, 2023, the court issued its Decision and Order Re:
9 CoreTech International Corporation's Motion to Dismiss and Motion for Summary
10 Judgment and Guam Waterworks Authority's Second Motion for Summary Judgment
11 holding: (1) the 1997 Grant Deed from GovGuam to GWA included the property on
12 which the NDWWTP sits; (2) GWA received title in 2001 when the federal government
13 conveyed title to GovGuam; (3) GovGuam granted GWA fee simple determinable title
14 in the 1996 [sic] Grant Deed; (4) the 1997 Grant Deed required GWA to complete real
15 estate survey requirement maps, but GWA failed to complete the maps within an
16 extended timeframe; (5) the After-Acquired Title Doctrine applies to CoreTech's
17 predecessors, and thus, to CoreTech; (6) the Land Title Registration Act protects
18 CoreTech; and (7) the Law of the Case Doctrine does not preclude the court from
19 reaching these conclusions; and

20 **WHEREAS**, following the court's August 14, 2023 Decision and Order, GWA
21 and CoreTech filed Motions for Reconsideration and GovGuam filed a Request for
22 Ruling. On April 16, 2024, the court denied reconsideration and further clarified its
23 August 14, 2023 findings stating that the court (1) intends to resolve the title and
24 ownership issues before turning its attention to potentially amending and cancelling

1 Certificates of Title; (2) the court did not determine the Certificates of Title relied upon
2 were evidence of CoreTech's ownership; and (3) the court set a status hearing for May
3 15, 2024 to discuss the next phase of the case; and

4 **WHEREAS**, the Committee on Rules of *I Mina'trentai Ocho na Liheslaturan*
5 *Guåhan* does hereby, on behalf of *I Liheslaturan Guåhan*, intend to file an *Amicus*
6 *Curiae* or a Motion to Intervene in the instant litigation to assert *I Liheslaturan*
7 *Guåhan's* position relating to the requirement of Legislative approval for the
8 conveyance of property belonging to the government of Guam and its effect on the
9 purported conveyances in this case; now therefore, be it

10 **RESOLVED**, that the Chairperson of the Committee on Rules of *I Mina'trentai*
11 *Ocho na Liheslaturan Guåhan* is authorized to retain, on behalf of *I Liheslaturan*
12 *Guåhan*, such legal counsel as he or she may deem necessary and appropriate to
13 represent the interests of *I Liheslaturan Guåhan* in the aforementioned litigation; and
14 be it further

15 **RESOLVED**, that the Chairperson of the Committee on Rules of *I Mina'trentai*
16 *Ocho na Liheslaturan Guåhan* is authorized to negotiate a contract for legal services
17 for no more than Sixty-five Thousand Dollars (\$65,000) to be expended from *I*
18 *Liheslaturan Guåhan's* Central Operations Fund for legal fees and costs in this matter
19 and shall be paid pursuant to submitted monthly legal billings not to exceed a combined
20 total of Sixty-five Thousand Dollars (\$65,000); and be it further

21 **RESOLVED**, that the Speaker and the Chairperson of the Committee on Rules
22 certify, and the Legislative Secretary attest to, the adoption hereof, and that copies of
23 the same be thereafter transmitted to the members of *I Mina'trentai Ocho na*

- 1 *Liheslaturan Guåhan*; to Mrs. Joann G. Camacho, Executive Director of *I Liheslaturan*
- 2 *Guåhan*; and to Ms. Agnes Cruz, Chief Fiscal Officer of *I Liheslaturan Guåhan*.

**DULY AND REGULARLY ADOPTED BY THE COMMITTEE ON RULES OF
I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN ON THE 7TH DAY OF
APRIL 2025.**



Frank F. Blas, Jr.
Speaker



Christopher M. Dueñas
Acting Chairperson, Committee on Rules



Sabrina Salas Matanane
Legislative Secretary