BEFORE THE 2004 JUDICIAL COUNCIL OF GUAM
RESOLUTION NO. JC04-002
RELATIVE TO THE APPOINTMENT OF THE
ADMINISTRATOR OF THE COURTS

WHEREAS, on October 31,2003, *I Liheslaturan Guahan* passed Public Law 27-31 which created a unified judicial branch under the control of the Judicial Council;

WHEREAS, pursuant to Public Law 27-3 1, the Judicial Council is responsible for the administration of the Judicial Branch of Guam;

WHEREAS, pursuant to Public Law 27-31, the Judicial Council has the authority to appoint the Administrator of the Courts who shall be responsible for the specific project of consolidating the Judicial Branch of Guam and the general supervision of all judiciary personnel;

WHEREAS, pursuant to Public Law 27-31, the Judicial Council solicited applicants for the position of Administrator of the Courts, and **PERRY C. TAITANO** was selected from among those applicants to be Administrator of the Courts;

WHEREAS, additional authority to enter into this contract is pursuant to 4 GCA § 2103.16; and

WHEREAS, the Judicial Council desires to contract with **PERRY C. TAITANO** to be the Administrator of the Courts.

NOW, THEREFORE, BE IT RESOLVED, that the Judicial Council hereby appoints **PERRY C. TAITANO** be the Administrator of the Courts under the terms and conditions of the contract marked Exhibit "A" attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Administrator of the Courts shall coordinate with the Judicial Council, through its Chairman, in administering the Judicial Branch of Guam.

DULY ADOPTED this 15th day of January, 2004 at a duly noticed meeting of the Judicial Council of Guam.

F. PHILIP CARBULLIDO, Chairman

Date: 1/15/04

ATTEST:

JULIE M. LUJAN-TORRES, Secretary

CONTRACT FOR EMPLOYMENT FOR A SPECIFIC PROJECT

This agreement is made effective on January 26, 2004, between the **JUDICIAL COUNCIL OF GUAM**, Guam Judicial Center Building, 120 West O'Brien Drive, Hagåtña, Guam 96910 ("Judicial Council") and **PERRY C. TAITANO** ("Taitano"), whose mailing address is P.O. Box 234, Hagåtña, Guam 96932.

RECITALS

1. Pursuant to Public Law 27-31, the Judicial Council is responsible for the administration of the Judicial Branch of Guam.

2. Pursuant to Public Law 27-31, the Judicial Council has the authority to appoint the Administrator of the Courts who shall be responsible for the general supervision of all judiciary personnel.

3. Pursuant to Public Law 27-31, the Judicial Council solicited applicants for the position of Administrator of the Courts, and Taitano was selected from among those applicants to be Administrator of the Courts.

4. The Judicial Council desires to contract with Taitano to be the Administrator of the Courts.

5. Additional authority to enter into this contract is pursuant to 4 GCA § 2103.16.

6. Taitano agrees to provide the described services according to the terms and conditions herein.

7. This offer is conditional upon sucessful completion and passing of a drug test.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE
Description of Work

1. The Judicial Council engages, employs, and hires Taitano to be the Administrator of the Courts under Public Law 27-31.

2. As the Administrator of the Courts, Taitano is hired for the specific project of consolidating

the Judicial Branch of Guam under Public Law 27-31, and implementing said consolidation.

3. Taitano shall be responsible for the general supervision of all personnel of the Superior and Supreme Courts of Guam, except for judges, justices, referees and their immediate staff.

4. Taitano shall have all authority previously assigned to the Administrators of the Superior and Supreme Courts, and may be assigned other duties as necessary by the Judicial Council.

5. Mr. Taitano shall carry out the mandates of the Personnel Rules for the respective courts. After consolidation he shall further carry out the mandates of the Personnel Rules as adopted by the Judicial Council.

6. Mr. Taitano shall act as the Chief Procurement Officer for the Judiciary and ensure that all procurement undertaken by the Supreme and Superior Courts are in accordance with the applicable procurement regulations.

7. Mr. Taitano shall be responsible for ensuring that the budget of the courts are prepared and delivered to the Guam Legislature in the manner provided for by law.

SECTION TWO
Best Efforts

Taitano agrees to perform all duties, pursuant to the express and implicit terms of this agreement, faithfully and to the best of his abilities, to the reasonable satisfaction of the Judicial Council.

SECTION THREE
Compensation

In consideration of the services to be provided pursuant to this contract, Taitano will be paid the rate of $90,000.00 (Ninety Thousand Dollars) per year, payable bi-weekly while this agreement shall be in force.

SECTION FOUR
Benefits

The Judicial Council agrees to provide Taitano with six hours of paid vacation per pay period and ~~six~~ four hours of sick leave per pay period (equivalent to twenty-six pay period multiplied by six and four hours for each type of leave) respectively. Pursuant to 4 GCA § 2103.16, Taitano shall not be entitled to retirement benefits or any other fringe benefit not otherwise provided for in this contract. For the first eighteen (18) months, Taitano will provide at his own cost and expense for his own medical and dental insurance. Thereafter, Taitano may elect to enroll in the Government of Guam Retirement Fund medical and dental insurance plans.

SECTION FIVE
Relationship of Parties

The parties to this contract intend that Taitano is employed for a specific project.

SECTION SIX
Duration

The term of this contract shall continue in full force and effect at the pleasure of the Judicial Council.

SECTION SEVEN
Termination

1. Taitano agrees that he shall serve at the pleasure of the Judicial Council, pursuant to Public Law 27-31, and that he is not covered under the Judicial Council Personnel Rules and Regulations for removal.

2. This agreement may be terminated by either party on thirty (30) days written notice to the other, with compensation only to the date of such termination.

3. In the event of any material violation by Taitano of any of the terms of this agreement, the Judicial Council may terminate employment without notice and with compensation only to the date of such termination.

4. The agreement shall not be assigned or transferred without the written consent of the Judicial

Council. Any assignment of this agreement without the written consent of the Judicial Council shall be void.

SECTION EIGHT
Other Employment

Taitano agrees that he shall not engage in other employment, either public, private or self-employment for the duration of this agreement, unless he first obtains the written consent of the Judicial Council.

SECTION NINE
Liability and Loss

Taitano is responsible for ensuring that all federal and local laws applicable to the operation of his services are complied with. Taitano agrees to pay any and all income or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work performed or on the compensation to be paid under this contract. Taitano agrees to indemnify the Judicial Council against any liability and loss in connection with the items identified above.

SECTION TEN
Terms: Exclusivity and Modification

The entire agreement between the parties, with respect to the subject matter herein is contained in this agreement. No waiver, alteration or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of the parties.

SECTION ELEVEN
Governing Law

This agreement shall be governed by the laws of the Territory of Guam.

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IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Hagåtña, Guam, on this 15 day of January, 2004.

JUDICIAL COUNCIL OF GUAM:

By: **F. PHILIP CARBULLIDO**
Chief Justice
Chairman

By: **PERRA C. TAITANO**

APPROVED AS TO FORM

By: **ANDREW S. QUENGA**
Staff Attorney

CERTIFIED FUNDS AVAILABLE

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By: Certifying Officer
Superior Court of Guam