

**BEFORE THE 2007 JUDICIAL COUNCIL OF GUAM
RESOLUTION NO. JC 07-017**

**RELATIVE TO APPROVAL OF ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN THE JUDICIARY OF GUAM AND THE GUAM LAW LIBRARY**

WHEREAS, on September 1, 2007, the Acting Administrator of the Guam Law Library (hereinafter "GLL") will become part-time resulting in the need to hire a full-time Administrator to manage the GLL; and

WHEREAS, the Judiciary has maintained a close relationship with the GLL and supports the operations of the GLL through fines and fees and other tangible and intangible support; and

WHEREAS, the Judiciary and the GLL desire to continue and strengthen their relationship for the benefit of the Guam Bar Association and to improve the practice of law and the efficient administration of justice; and

WHEREAS, the Judiciary and the GLL agree that the Compiler and its staff can efficiently and effectively manage the operations of the GLL; and

WHEREAS, having the Compiler and its staff (an entity of the Judiciary) occupy the GLL facility and manage its operations will allow the Judiciary to lend its extensive resources to the GLL; and

WHEREAS, the Judiciary and GLL agree that they will mutually benefit from the Service Agreement;

NOW THEREFORE BE IT RESOLVED, that the Judicial Council hereby approves the Administrative Services Agreement between the Judiciary of Guam and the Guam Law Library, a copy of which is attached hereto and incorporated herein by reference; and

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BE IT FURTHER RESOLVED that the Judicial Council delegates the responsibility for negotiating and signing the Administrative Services Agreement to Chief Justice F. Philip Carbullido for the Judicial Council to finalize the Administrative Services Agreement in a form substantially conforming to the Administrative Services Agreement attached hereto.

DULY ADOPTED this 17th day of September, 2007 at a duly noticed meeting of the Judicial Council of Guam.



F. PHILIP CARBULLIDO, Chairman

Date: _____

10/9/07

ATTEST:



JOLEEN F. RESPICIO, Secretary

**ADMINISTRATIVE SERVICE AGREEMENT
BETWEEN THE JUDICIARY OF GUAM AND
THE GUAM LAW LIBRARY**

This Administrative Service Agreement ("Agreement") is made this 15th day of October, 2007, between the Judiciary of Guam ("Judiciary"), whose address is 120 West O'Brien Drive, Hagåtña, Guam 96910 and the Guam Law Library ("GLL"), who address is 141 San Ramon Street, Tamuning, Guam 96910.

WHEREAS, on September 1, 2007, the Acting Administrator of the GLL will become part-time resulting in the need to hire a full-time Administrator to manage the GLL; and

WHEREAS, the Judiciary has maintained a close relationship with the GLL and supports the operations of the GLL through fines and fees and other tangible and intangible support; and

WHEREAS, the Judiciary and the GLL desire to continue and strengthen their relationship for the benefit of the Guam Bar Association and to improve the practice of law and the efficient administration of justice; and

WHEREAS, the Compiler of Laws (Compiler) is by statute an entity of the Judiciary, within the Supreme Court of Guam pursuant to 1 GCA § 1601, and the GLL is a Nonprofit Educational Corporation created pursuant to 7 GCA § 9201, and

WHEREAS, the duties and mandates of the Compiler of Laws and the GLL overlap in many instances; and

WHEREAS, the Judiciary and the GLL agree that the Compiler and its staff can efficiently and effectively manage the operations of the GLL; and

WHEREAS, having the Compiler and its staff (an entity of the Judiciary) occupy the GLL facility and manage its operations will allow the Judiciary to lend its resources to the GLL; and

WHEREAS, the Judiciary and GLL agree that they will mutually benefit from the Service Agreement;

NOW, THEREFORE, in consideration of the above and the respective covenants set forth herein, the parties hereby agree as follows:

1. Appointment of Executive Director and Librarian.

The Judiciary, with the consent of the Guam Law Library, will appoint the Compiler the Executive Director and Librarian (herein "Executive Director") of the Guam Law Library.

2. Executive Director/Librarian's Duties

(a) Under the direction of the GLL Board of Trustees ("Board"), the Executive Director/Librarian shall be responsible for the daily operations of the GLL including but not limited to:

1. planning and administering library services,
2. recommending library policies and services to the Board,
3. implementing the Board's policy decisions,
4. preparing the GLL's annual budget for submission to the Board and administering the approved budget,
5. managing the facilities and physical plant of the GLL, including deciding on purchases under \$500.00 for the maintenance and upkeep of the facilities and equipment, and for evaluating and recommending major purchases over \$500.00 for the Board's consideration.
6. supervising personnel and personnel matters, including but not limited to interviewing and recommending new hires to the Board, recommending termination, discipline, promotions and compensation matters to the Board,
7. reviewing, evaluating and deciding on the procurement of books, reporters, supplements, electronic and internet research services, and other library services,
8. examining and selecting materials to be discontinued, discarded, replaced or repaired; examining trade publications and materials, consulting with other law library directors to improve the GLL's collection and services,
9. planning and conducting staff meetings, coordinating and staffing Board meetings,
10. coordinating and meeting other library directors to improve library services,

11. providing library public relations services,
12. coordinating the functions of the GLL with the Judiciary, the Compiler's Office, Guam Bar Association, the Guam Public Library and other like entities to ensure and promote efficiencies in the administration and services of the GLL;
13. representing the GLL in public matters, consistent with the GLL Board's direction,
14. establishing a program of continued education for the Executive Director/Librarian to ensure the advancement of services provided by the GLL and
15. answer to the GLL Board of Trustees only with respect to all responsibilities undertaken by the Executive Director/Librarian that are set forth in the GLL laws, specifically 7 GCA §§ 9201 et seq.
16. other duties at the direction of the Board that do not conflict with the Director's duties and mandates as Compiler of Laws.

(b) The parties further agree that with respect to the duties under the provisions of 1 GCA §§ 1601 et seq., the Compiler of Laws shall be accountable to the Chief Justice of Supreme Court of Guam.

(c) The GLL Board of Trustees shall provide guidance to the Executive Director/Librarian and will make policy with respect to the GLL functions set forth in 7 GCA §§ 9201 et seq.

3. Service Fee

The GLL shall pay the Judiciary the sum of Thirty Six Thousand Dollars (\$36,000) per year for the first two years for services rendered under this Agreement. The annual payment for each year shall be paid in two installments. The first payment shall be paid on October 15 of each year in the sum of Nine Thousand Dollars (\$9,000.00). The second installment payment for each year shall be paid on March 31 of each year in the sum of twenty-seven Thousand Dollars (\$27,000.00).

In addition, the Guam Law Library shall provide office space which shall be more or less 900 sq. foot in the Guam Law Library building sufficient to house the Compiler of Laws and his or her staff.

4. Judiciary Support

(a) At the request of the Executive Director/Librarian, the Judiciary may provide support services from its various divisions. Such support is justified as the Compiler of Laws is an entity of the Judiciary and entitled to the Judiciary's administrative support.

(b) The Judiciary shall permit library patrons to utilize the employee parking lot for parking purposes.

5. Term, Renewal and Termination

This Agreement shall be for a period of two years from the effective date. Renewal in the third year and thereafter shall be automatic unless either party opts to terminate or renegotiate, in which case notice of termination or renegotiation of the Agreement shall be served on the other party within sixty days of expiration. This Agreement may be renewed annually after the first two year period as provided herein.

Notwithstanding the foregoing, either party may terminate this Agreement upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement for cause or breach of the Agreement by giving 60 days written notice to the other party, except for non-payment of the Service Fee. The breaching party may cure any asserted default within 30 days of such notice, or undertake to cure any asserted default within 30 days of such notice, which in good faith, cannot be completely cured within 30 days. Any dispute among the parties shall be mediated in Guam by a mutually agreeable court qualified mediator, costs to be split by the parties equally. If the Guam Law Library fails to pay the Service Fee when due, the Judiciary upon 30 days' notice may terminate this Agreement. In addition, either party may terminate this Agreement without cause by giving 180 days written notice to the other party. Should funds be unavailable to make required payments under § 3, the GLL may terminate this Agreement on 90 days written notice and the GLL shall be entitled to a pro rata refund from the Judiciary for any payment made under § 3 hereof, provided, however, the GLL shall be liable for any amounts due and owing for services rendered up to the date of termination.

6. Equipment:

(a) Building, fixtures, hardware, computers: The parties agree that the Office of the Compiler of laws will provide its own equipment, relating to the work of the Compiler of Laws. The GLL shall retain all computer equipment in its inventory as of the date of this Agreement. The parties agree that the Compiler's staff may use the GLL equipment and the GLL staff may use the Compiler's equipment, but that title remains with the party who owned the inventory on the effective date of this Agreement. The Guam Law Library Building and all its equipment and fixtures shall remain the possession of the GLL throughout the term of this Agreement.

(b) Video surveillance: The Judiciary will provide video surveillance of the exterior premises of the GLL. A request for more extensive surveillance or security which requires additional expense to the Judiciary will be at the expense of the GLL.

7. Personnel Management:

While the Executive Director/Librarian shall have, pursuant to paragraph 1(f) above, supervisory authority over GLL personnel the parties acknowledge that the employees of the GLL are not Government of Guam employees, and are not subject to any laws applicable to such public employees.

8. Bank Accounts:

GLL shall continue to maintain its separate bank accounts. The Executive Director/Librarian may be made a signatory on one or more GLL accounts. In any event, all checks in excess of five hundred dollars drawn against any GLL account shall require two signatures unless a larger amount is authorized by the GLL Board of Trustees.

9. Applicable Law

This Agreement is subject to the laws of Guam.

10. Effective Date

This Agreement is effective on October 1, 2007, upon signature by the parties.

GUAM LAW LIBRARY:

JUDICIARY OF GUAM:

JUDGE ELIZABETH BARRETT-
ANDERSON
President, Board of Trustees

Date: _____

F. PHILIP CARBULLIDO
Chief Justice,
Supreme Court of Guam &
Chairman, Judicial Council
Date: _____

PERRY C. TAITANO
Administrator of the Courts
Date: _____

APPROVED AS TO FORM:

B. ANN KEITH
Staff Attorney, Judiciary of Guam
Date: _____