

**BEFORE THE 2007 JUDICIAL COUNCIL OF GUAM**

**RESOLUTION NO. JC 07-026**

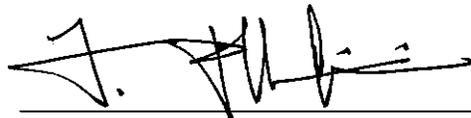
**RELATIVE TO APPROVING THE RENEWAL OF THE 2004-2005 ANNUAL LEASE AGREEMENT BETWEEN THE PUBLIC DEFENDER SERVICE CORPORATION AND THE JUDICIAL COUNCIL FOR FY 2008**

**WHEREAS**, pursuant to the attached "Exercise of Second of Three Annual Options to Renew Office Space Lease Agreement," the Public Defender Service Corporation has provided notice to the Judicial Council of its exercise of the second of three one-year options to renew the original one-year Office Space Lease Agreement dated October 1, 2004; and

**WHEREAS**, the Judicial Council finds that it is in the best interests of the Judiciary and the people of Guam to continue this Lease under the existing provisions by accepting the exercise of the third of three options to renew this Lease;

**NOW THEREFORE BE IT APPROVED** that the Judicial Council hereby approves the Exercise of Third of Three Options to Renew Office Space Lease Agreement, attached hereto as Exhibit A, and further that the Administrator of the Courts is authorized to sign the Exercise of Third of Three Options to Renew Office Space Lease Agreement on behalf of the Judicial Council under authority of this Resolution.

**DULY ADOPTED** this 15<sup>th</sup> day of November, 2007 at a duly noticed meeting of the Judicial Council of Guam.



**F. PHILIP CARBULLIDO**, Chairman

Date: 2-06-08

ATTEST:

  
\_\_\_\_\_  
**JOLEEN F. RESPICIO**, Secretary

Date: 2-6-08



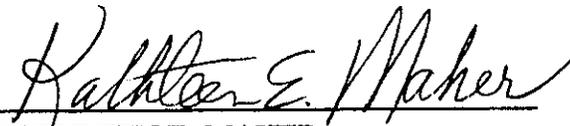
**EXERCISE OF THIRD OF THREE OPTIONS TO RENEW  
OFFICE SPACE LEASE AGREEMENT**

**WHEREAS:** The parties wish to enter into a renewal of the 2004-2005 annual Lease Agreement with a continuation of the monthly rate agreed to in September of 2004 per the exercise of lessee Public Defender Service Corporation's (PDSC) third option to renew and by the parties mutual agreement:

1. The LESSOR hereby leases to the PDSC the following described premises:  
  
Approximately 7,770 square feet of office space located on the second floor of the Judicial Center Annex, 110 West O'Brien Drive, Hagatna, Guam at a rental rate of \$12,500 (Twelve Thousand Five Hundred and 00/100 Dollars) per month.
2. The term of this lease is for twelve (12) months beginning on October 1, 2007 until September 30, 2008. Thereafter, the LESSEE shall renegotiate the lease terms with the Judiciary.
3. In accordance with 5 G.C.A. §22401, this Lease Agreement is at all times subject to the appropriation and availability of government funds.
4. This lease shall be pursuant to all the terms and conditions of the original lease for 2004-2005 and first exercise of option to renew for 2005-2006 and the second exercise of option to renew for 2006-2007 respectively attached as Exhibit "A" for reference.

DATED this \_\_\_\_\_ day of November, 2007.

**PUBLIC DEFENDER SERVICE CORPORATION**

By:   
KATHLEEN E. MAHER  
Executive Director

**JUDICIAL COUNCIL OF GUAM**

By:   
PERRY C. TAITANO  
Administrator of the Courts

**APPROVED AS TO FORM**

By:   
B. ANN KEITH  
Staff Attorney, Judiciary of Guam

Exhibit "A"

OFFICE SPACE LEASE AGREEMENT

As authorized by 7 G.C.A. §9502, this lease is made and entered into by and between the **JUDICIAL COUNCIL OF GUAM**, hereinafter referred to as LESSOR, and the **PUBLIC DEFENDER SERVICE CORPORATION (PDSC)**, Government of Guam, hereinafter referred to as LESSEE.

**WHEREAS:** The parties hereto entered into a Lease Agreement on August 31, 1992, which expired on August 31, 1997; and

**WHEREAS:** The parties entered into a subsequent Lease Agreement that commenced on August 31, 1997 and expires on September 30, 2004;

**WHEREAS:** The parties wish to enter into a new annual Lease Agreement with a reduced monthly rate, generally reflecting the current decline in General Fund revenues, property values and related depression in rental prices on Guam; now

**THEREFORE,** the parties hereto, for the consideration hereinafter mentioned, and for the benefit of the Judicial Building Fund, mutually covenant and agree as follows:

1. The LESSOR hereby leases to the PDSC the following described premises:  
  
Approximately 7,770 square feet of office space located on the second floor of the Judicial Center Annex, 110 West O'Brien Drive, Hagatna, Guam at a rental rate of \$12,500 (Twelve Thousand Five Hundred and 00/100 Dollars) per month.
2. The term of this lease is for twelve (12) months beginning on October 1, 2004 until September 30, 2005. Thereafter, the LESSEE shall be afforded three (3) options for renewal, with each renewal to run for a period of one (1) year, with the same terms set forth herein.
3. LESSOR shall provide housekeeping and janitorial services for the maintenance and

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cleanliness of the interior restrooms and office space occupied by the tenant PDSC. LESSOR shall maintain the Common Areas during the term of this Agreement in clean and safe condition for public use. "Common Areas" shall include all areas now, or at any time hereinafter, provided or designated by LESSOR for parking, entrance and exit, or for the common and joint use of occupants of the Judicial Center Annex, including, but not limited to, parking areas, access roads, driveways, retaining walls, grounds, landscaped areas, stairs, corridors, windows and public restrooms.

4. It is agreed between the parties that the leased premises are for general office purposes.

5. Monthly rental payments shall be due on the first day of each month, and shall be made payable to "Courts of Guam, Judicial Building Fund".

6. The PDSC may terminate *this* Lease at any time by giving at least ninety (90) days notice in writing to LESSOR and no rental shall accrue after the effective date of termination.

7. LESSOR agrees to provide the PDSC with approximately 7,770 square feet of office space, complete with the following:

- (a) Fluorescent electrical lighting to provide a minimum of eighty (80) candle power at desk level throughout the office area, including the maintenance of these fixtures;
- (b) Modern air-conditioning and air-cooling of premises;
- (c) Modern, separate toilet facilities for men and women;
- (d) Permission for the PDSC to install suitable signs in areas occupied by the PDSC;
- (e) A minimum of twelve (12) parking spaces for assigned PDSC employees;
- (f) At LESSOR's expense, all water and electrical current for lighting, air-conditioning and office equipment;
- (g) At LESSOR's expense, security service for the building during both business and

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non-business hours; and

(h) At LESSOR's expense, trash removal from a central trash collection point.

8. The LESSOR shall maintain the leased premises, including the building and all equipment, fixtures, and appurtenances furnished by the LESSOR under this Lease in good repair and tenantable condition. For the purpose of so maintaining said property, the LESSOR, at reasonable times, and with the approval of the authorized PDSC representative in charge, may enter and inspect the same and make any necessary repairs thereto. The PDSC shall be responsible for paying the cost of repairs of any damages resulting from the negligent acts of its agents or employees.

9. In the event the leased premises are destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises uninhabitable, as determined by the PDSC, the PDSC may terminate the lease by giving written notice to the LESSOR within fifteen (15) days thereafter. If so terminated, no rent shall accrue to the LESSOR after such notice; and if not so terminated, the rent shall be reduced proportionately by supplemental agreement effective from the date of such agreement.

10. LESSOR shall maintain a back-up generator and a working elevator. The Superior Court Annex building and office spaces within must be both ADA and OSHA compliant.

11. Subject to any restrictions in the loan agreement between the Judicial Council and the Farmers Home Administration, and upon prior written approval by the LESSOR, the PDSC may, during the term of this Lease, make necessary and reasonable alterations, attach fixtures, and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the

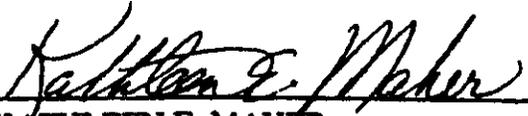
PDSC and may be removed or otherwise disposed of by the PDSC. Alterations and any construction in or upon the premises shall be performed by the LESSOR, but the PDSC shall pay the LESSOR's actual costs of such alterations and construction, and for any repairs required for the restoration of the premises upon removal of additions/fixtures.

12. The LESSOR, as part of the rental consideration, agrees to comply with all codes and statutes applicable to the ownership and operation of the building in which the leased space is situated, and to obtain all necessary permits and related items.

13. In accordance with 5 G.C.A. §22401, this Lease Agreement is at all times subject to the appropriation and availability of government funds.

DATED this 14 day of October, 2004.

**PUBLIC DEFENDER SERVICE CORPORATION**

By: 

**KATHLEEN E. MAHER**  
Director

**JUDICIAL COUNCIL OF GUAM**

By: 

**PERRY C. TATTANO**  
Administrator of the Courts

**EXERCISE OF FIRST OF THREE OPTIONS TO RENEW  
OFFICE SPACE LEASE AGREEMENT**

**WHEREAS:** The parties wish to enter into a renewal of the 2004-2005 annual Lease Agreement with a continuation of the monthly rate agreed to in September of 2004 per the exercise of lessee Public Defender Service Corporation's (PDSC) first option to renew and by the parties mutual agreement:

1. The LESSOR hereby leases to the PDSC the following described premises:

Approximately 7,770 square feet of office space located on the second floor of the Judicial Center Annex, 110 West O'Brien Drive, Hagatna, Guam at a rental rate of \$12,500 (Twelve Thousand Five Hundred and 00/100 Dollars) per month.

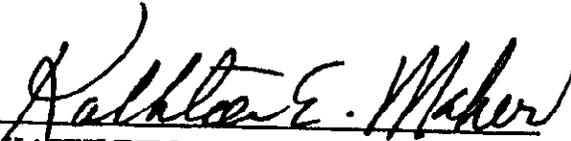
2. The term of this lease is for twelve (12) months beginning on October 1, 2005 until September 30, 2006. Thereafter, the LESSEE shall be afforded two (2) additional options for renewal, with each renewal to run for a period of one (1) year.

3. In accordance with 5 G.C.A. §22401, this Lease Agreement is at all times subject to the appropriation and availability of government funds.

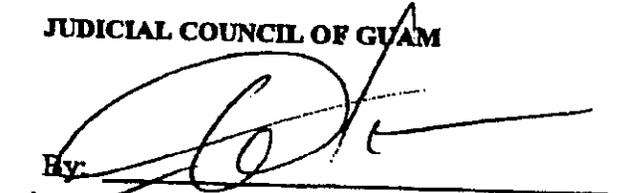
4. This lease shall be pursuant to all the terms and conditions of the original lease for 2004-2005 attached as Exhibit "A" for reference.

DATED this 13<sup>th</sup> day of September, 2005.

**PUBLIC DEFENDER SERVICE CORPORATION**

By:   
KATHLEEN E. MAHER  
Executive Director

**JUDICIAL COUNCIL OF GUAM**

By:   
PERRY C. TAITANO  
Administrator of the Courts

**APPROVED AS TO FORM**

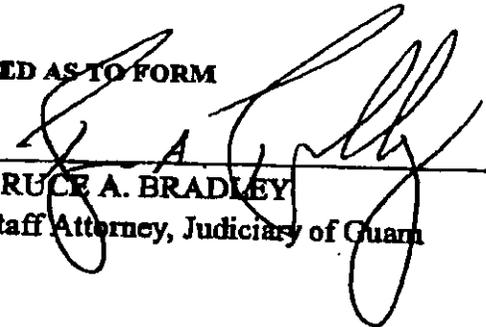
By:   
BRUCE A. BRADLEY  
Staff Attorney, Judiciary of Guam

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