

**BEFORE THE 2010 JUDICIAL COUNCIL OF GUAM**

**RESOLUTION NO. JC 10-0019**

**RELATIVE TO APPROVING A NEW ANNUAL LEASE AGREEMENT BETWEEN  
THE PUBLIC DEFENDER SERVICE CORPORATION AND THE JUDICIAL  
COUNCIL FOR FY 2011**

**WHEREAS**, pursuant to the attached "Office Space Lease Agreement," the Public Defender Service Corporation has provided notice to the Judicial Council of its desire to enter into a new annual Lease Agreement at the same monthly rent, utility, security and improvements, as shown in the attached proposed lease, dated October 1, 2010, and continuing for a one-year period; and

**WHEREAS**, the Judicial Council is aware that the Public Defender Service Corporation has submitted a budget that will allow it to add personnel to its staff, and the addition of personnel may necessitate an expansion of facilities for the PDSC. The attached proposed lease has, therefore, provided that the PDSC may terminate the existing lease on 60 days notice to the Administrator of the Courts; and

**WHEREAS**, the Judicial Council finds that it is in the best interests of the Judiciary and the people of Guam to enter into this new Office Space Lease Agreement under the terms proposed by the Public Defender Service Corporation;

**NOW THEREFORE BE IT RESOLVED** that the Judicial Council hereby approves the attached "Office Space Lease Agreement" to be effective on October 1, 2010, attached hereto as Exhibit A, and further that the Administrator of the Courts is authorized to sign the Office Space Lease Agreement on behalf of the Judicial Council under authority of this Resolution.

**DULY ADOPTED** this 16<sup>th</sup> day of September, 2010 at a duly-noticed meeting of the Judicial Council of Guam.

  
\_\_\_\_\_  
**ROBERT J. TORRES, JR.**, Chairman  
Dated: 9-22-10

ATTEST:

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

Dated: 092210

## OFFICE SPACE LEASE AGREEMENT

As authorized by 7 GCA §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 expired on September 30, 2004; and

**WHEREAS:** The parties entered into a subsequent Lease Agreement that commenced on October 1, 2004 and expired on September 30, 2008; and

**WHEREAS:** Another Lease Agreement setting rental premiums at \$12,500 per month, with an additional \$4,500 per month for utilities, custodial services, waste management services, and security services was entered into for the period of October 1, 2008 through September 30, 2009; and

**WHEREAS:** A Lease Agreement for the period of October 1, 2009 through September 30, 2010 was entered into establishing rental premiums at \$12,500 per month, with an additional \$5,000 per month for utilities, custodial services, waste management services, and security services; and

**WHEREAS:** The parties wish to enter into a new annual Lease Agreement; 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, Hagåtña, Guam

at a rental rate of \$12,500 per month. This rental rate shall not include the cost of utilities, custodial services, waste management services and security services which will be charged to PDSC separately pursuant to Addendum "A" attached and incorporated hereto.

2. The term of this lease is for twelve (12) months beginning on October 1, 2010 until September 30, 2011.

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

4. 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".

5. The PDSC may terminate *this* Lease Agreement at any time by giving at least sixty (60) days notice in writing to LESSOR, and no rental shall accrue after the effective date of termination.

6. 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) Electrical wiring and connections upgraded for twenty-first century efficiency of the internet, computer networking and voice over phone protocol to provide for efficient transmission and speed of data transfer;

(c) Modern air-conditioning and air-cooling of premises;

(d) Modern, separate toilet facilities for men and women;

(e) Permission for the PDSC to install suitable signs in areas occupied by the PDSC;

(f) A minimum of twelve (12) parking spaces for assigned PDSC employees.

7. 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 for any damages resulting from the negligent act of its agents or employees.

8. 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.

9. 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.

10. Subject to any restrictions in any loan agreement between the Judicial Council and any lender involving the Judicial Building Fund, and upon prior written approval by the LESSOR, the PDSC may, during the term of this Lease, make necessary and reasonable alterations and upgrades to existing facilities, 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 upgrades and any construction

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

11. 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.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**PUBLIC DEFENDER  
SERVICE CORPORATION**

**JUDICIAL COUNCIL OF GUAM**

BY: \_\_\_\_\_  
MIKE A. NISPEROS, JR.  
Director

BY: \_\_\_\_\_  
PERRY C. TAITANO  
Administrator of the Courts

BY: \_\_\_\_\_  
B. ANN KEITH  
Staff Attorney,  
Judiciary of Guam