

**BEFORE THE 2011 JUDICIAL COUNCIL OF GUAM
RESOLUTION NO. JC11-005**

**RELATIVE TO APPROVING THE AGREEMENT BETWEEN THE JUDICIARY
AND THE PUBLIC SERVICE DEFENDER CORPORATION TO PROVIDE AN
ALTERNATE PUBLIC DEFENDER OFFICE**

WHEREAS, on April 30, 2004, this Judicial Council adopted its Resolution JC04-009 thereby accepting the Public Defender Service Corporation's proposal for the establishment of the Alternate Public Defender; and

WHEREAS, an Agreement to Provide Attorney Services for Indigent Defendants was entered into between this Judicial Council and the Public Defender Service Corporation on June 15, 2004 for the term covering October 1, 2004 to September 30, 2005 which also provided for renewal prior to the Agreement's expiration date upon the written consent of both parties; and

WHEREAS, the Public Defender Service Corporation has indicated that they wish to renew the same Annual Agreement to Provide Attorney Services for Indigent Defendants, the same Agreement that has been entered into since April 30, 2004 a copy of which is attached hereto;

NOW THEREFORE BE IT RESOLVED, that the Seventh Annual Agreement to Provide Attorney Services for Indigent Defendants as attached hereto as Exhibit A is approved by the Judicial Council, effective October 1, 2010, and that the Administrator of the Courts is authorized to sign the Agreement on behalf of the Judicial Council under authority of this Resolution.

DULY ADOPTED this 20th day of January, 2011 at a duly-noticed meeting of the Judicial Council of Guam.



F. PHILIP CARBULLIDO, Chairman

Dated: _____

12/30/11

ATTEST:



POPING CEPEDA, Secretary

Dated: _____

12/30/11

EXHIBIT A

**AGREEMENT TO PROVIDE ATTORNEY SERVICES
FOR INDIGENT DEFENDANTS**

This Seventh Annual Agreement (Sixth Renewal) is made on this **17th day of December, 2010** between the Judicial Council of Guam through the Administrator of the Courts, whose address is Judicial Center Building, 120 West O'Brien Drive, Hagåtña, Guam 96910 (referred to as "Judicial Council"), and the Public Defender Service Corporation through the Executive Director (referred to as "PDSC"), whose address is Judicial Center Annex, 110 West O'Brien Drive, Hagåtña, Guam 96910 to provide an Alternate Public Defender office ("APD") to supply attorney services for cases which are rejected by the PDSC due to conflicts of interest.

RECITALS

- A. The Government of Guam is obligated by the United States Constitution and the Organic Act of Guam to provide legal services and representation of certain indigent criminal defendants and juvenile persons.

- B. The Judiciary has undertaken steps, at its own cost, to ensure that indigent criminal defendants are appointed legal counsel in the most efficient and economical manner possible.

- C. Prior to October 1, 2004, cases appointed to the PDSC under the Rules for the Appointment of Counsel for Indigent Defendants that were rejected because of conflicts of interest were assigned to the Associated Defense Advocates ("ADA") under a Settlement Agreement with the Judicial Council, which expired on September 30, 2004.

- D. The Judiciary's Subcommittee on Indigent Defense proposed the establishment of the APD as a new, separate division of the PDSC to accept cases that are rejected by the PDSC and essentially replace the ADA. APD replaced ADA on October 1, 2004.

- E. The Alternate Public Defender (APD) acts independently for the purposes of case management. The Executive Director of the PDSC is nominally in charge of both the PDSC and the APD, however the Executive Director is not involved in the day-to-day operations of the APD and does not initiate any promotional or disciplinary actions. Only upon specific recommendations of the APD Supervising Attorney may the Director of the PDSC make changes in the salary or working conditions of persons working at the APD. Although the APD is formally a branch of the PDSC, it operates autonomously, with a separate Supervising Attorney who is responsible for directing, coordinating and evaluating the work of attorneys and staff employed by the APD.

- F. The attorney in charge of the APD reports to the PDSC Board of Trustees in conjunction with the Director of PDSC and personnel decisions affecting the APD Supervising Attorney are reviewed by the Board of Trustees directly. The two offices remain physically apart, the attorneys and staff have no access to each other's files and the MIS computer case management system is completely separate from the main PDSC. Employees of the main PDSC shall not have keys to each other's offices and do have separate office letterheads. The PDSC and the APD adhere to a well-known policy and this Agreement's Standard Operating Procedure (SOP) of keeping all legal activities completely separate.

- G. On August 3, 2010 through PDSC Board Resolution No. 02-10 (attached hereto and marked Attachment "A"), the PDSC Board of Trustees approved the continuation of the APD through its Fiscal Year 2011 Budget Request, and sought the Judicial Council's approval and funding at a level which is still lesser than the annual costs associated with the previous ADA's court appointments.

- H. On **September 16, 2010**, in Judicial Council Resolution No. JC 10-018 (attached hereto and marked Attachment "B"), the Judicial Council, seeking to maintain the reduced costs of providing indigent legal defense through the APD, approved the PDSC's proposal and authorized the Administrator of the Courts to enter into this Seventh Agreement with the PDSC.

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

Scope of Services

Any case that has been appointed to the PDSC by a Judge or Justice pursuant to the Rules for the Appointment of Counsel for Indigent Defendants which the PDSC reasonably believes it must reject due to a legitimate conflict of interest shall be transferred by the PDSC to the APD upon the court's approval of the PDSC's written motion to withdraw or, under exigent circumstances, withdrawal may be sought orally while on the record if allowed by the assigned judge or through an *ex parte* judge. APD shall be appointed directly by the court on cases where the court is aware that PDSC has a conflict of interest at the time of appointment. In the event that a legitimate conflict of interest prohibits the APD from accepting a case, the APD shall immediately file a notice to the appointing Judge of Justice indicating its conflict and the case will be further assigned under the Rules for Appointment of Counsel for Indigent Defendants.

SECTION TWO
Staffing

During the term of this Agreement, the APD will retain its current staffing level, consistent with its proposed Fiscal Year 2011 Staffing Pattern of nine employees (one more than as outlined in the original Agreement), which consists of five (5) attorneys, two (2) legal secretaries, one (1) Investigator, and one (1) Legal Clerk. Any modifications to the proposal by the PDSC shall require the prior approval of the Judicial Council.

SECTION THREE
Cases Will Be Handled To Their Conclusion

The APD shall be required under this Agreement to handle all cases assigned to APD until the conclusion of the case before the Superior court of Guam, including remanded cases, and/or any appellate matters before the Supreme Court of Guam. This provision applies to all cases assigned to the APD in the same manner as cases assigned to the PDSC under the Rules for Appointment of Counsel for Indigent Defendants. Should APD lose funding or otherwise be disbanded, other counsel shall be appointed by the courts for any person entitled to appointed counsel whose case has not been completed at that time.

SECTION FOUR
Term of Agreement and Renewal

1. The term of this Agreement shall be for one (1) year beginning October 1, 2010 until September 30, 2011.
2. This Agreement may be renewed prior to the expiration date subject to the written consent of both parties.

SECTION FIVE
Applicable Law

The APD is a division of the PDSC and shall be subject to the PDSC statute (Title 12 GCA Chapter 11), and specifically sections 11110 and 11111 regarding employment and the Government of Guam's merit system and any Personnel Rules in effect for the PDSC. The APD shall ensure that all applicants and employees of their division, whatever size and nature it may be, are treated equally, without regard to race, creed, color or national origin.

SECTION SIX
No Assignment Permitted

Assignment of any portion of this Agreement by PDSC will not be permitted without prior written approval by the Judicial Council.

SECTION SEVEN
Payment

1. The Judicial Council shall pay to the PDSC for the services provided under this Agreement the sum of Seven Hundred Seventy-Eight Thousand Seventy-Seven Dollars (\$778,077.00).
2. The following Payment Schedule will be followed:

Amount of Payment:	Due Date:
\$218,258.00	October 1, 2010
\$187,498.00	January 4, 2011
\$188,045.00	April 1, 2011
\$184,276.00	July 1, 2011
TOTAL: \$778,077.00	

3. The PDSC agrees that this Agreement is subject to the availability of funds.

SECTION EIGHT
Invoicing

PDSC shall prepare and submit quarterly (in printed form and on floppy disk/jump drive or other electronic transmission worked out between the parties' MIS representatives), an invoice for APD certified as true and correct on the printed original, in the form appended hereto with the allotment schedule, at least ten (10) days prior to the date funds are due and payable which shall additionally contain the following information after the first quarter start-up period:

1. A quarterly report of the number and type of cases transferred from PDSC to APD and cases to which APD is appointed by the court directly which consists of:
 - a. Case number(s) for each Defendant represented under appointment;
 - b. Name of each Defendant or individual represented under the appointment;
 - c. Types of cases and the number of each type of case transferred to the APD by the PDSC and cases to which APD is appointed by the court directly which would include but not be limited to Felony, Misdemeanor, Juvenile Delinquent, Persons In Need of Services, Civil Commitment, Appeals, etc.

2. The Administrator of the Courts may, upon thirty (30) days advance notice to the APD for any period for which such information may be required, require the APD to provide such further information to be included on the invoice as the Administrator of the Courts may reasonably and necessarily require.
3. If the PDSC will incur substantial increased administrative costs to gather and report such information as the Administrator of the Courts may request, the Judicial Council shall provide such further compensation to the PDSC to reimburse the PDSC for the additional expense.

SECTION NINE

Termination

1. In the event of failure to fund the APD by the Judicial Council, the PDSC may terminate all of the APD's obligations to take court appointments and request that unfinished cases have alternative counsel appointed. In the event of the Judicial Council's determination that the APD has failed to competently perform attorney services for indigent defendants to whom the APD is appointed, the Judicial Council may elect to terminate the Agreement for the APD to provide services, and may only recover such sums paid to the date of termination as fees paid pursuant to invoices if such fees are determined to not have been earned or already expended for rent or services.
2. This Agreement may be terminated by either party upon written notice of thirty (30) days.

SECTION TEN

Relationship Between Parties

1. The PDSC is a public corporation attached to the Judicial Branch of the Government of Guam engaged under the terms of this Agreement to provide alternative legal representation for indigent defendants.
2. Under the terms of this Agreement, the Judicial Council's role is to provide funds for the operation of the APD. The Judicial Council shall not, at any time, involve itself in the internal operation of the APD or assert any right of control over the APD, its directors, officers, attorneys, employees, property or leasehold premises.

SECTION ELEVEN
Informal Dispute Resolution

The parties agree to engage in meetings within a reasonable time after receipt of a request for a meeting presented to one party by the other, for the purpose of resolving problems experienced in the implementation, performance and interpretation of the obligations of this Agreement. The parties agree that neither this informal dispute resolution process nor any resolution proposed by one party to the other shall be binding upon any party, unless the parties so agree in writing. As the nature of these meetings is in furtherance of settlement of disputes, the provisions of Title 6 GCA § 408 shall apply to these meetings and the discussions between the parties during these meetings. The purpose of these meetings is not intended to be for the purpose of re-negotiation of any term of the Agreement. Both parties agree to cooperate and participate in these meetings in good faith.

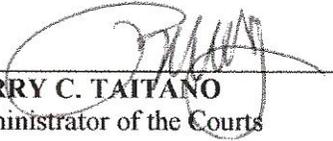
SECTION TWELVE
Statistical Information Reporting

The APD shall provide a monthly report of cases assigned to it to the Administrator of the Courts. Reports shall include Defendant's/Client's name and case number, the attorney assigned to the case, and the number of cases received each month. All cases rejected by the APD due to conflicts shall be included in the monthly report. The Administrator of the Courts shall reciprocate with a monthly record of cases to include case numbers and Defendant's/Client's names appointed to the PDSC and the APD delivered to the PDSC Administrative Director to be reconciled on a monthly basis between the Administrator of the Courts and the PDSC Administrative Director.

SECTION THIRTEEN
Agreement Complete

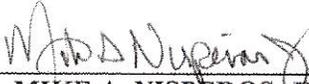
1. This Agreement is a full and complete expression of the terms of agreement between the parties and no contemporaneous understanding, oral or written, not incorporated herein by express statement or reference, shall be deemed to be a part of the agreement of the parties. The proposal and organizational chart for the APD submitted by the PDSC to the Judicial Council shall be incorporated by reference into this Agreement.
2. Any modification or alteration of the terms of this Agreement shall be in writing and signed by the party against which enforcement is sought.
3. **AS THEIR EXPRESSION** of assent to be bound by the terms of this Agreement, the parties hereto have executed the Agreement below on the date indicated under the signature of their respective duly authorized representative.

JUDICIAL COUNCIL OF GUAM

By: 
PERRY C. TAITANO
Administrator of the Courts

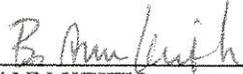
Date: 12/17/10

**PUBLIC DEFENDER
SERVICE CORPORATION**

By: 
MIKE A. NISPEROS, JR.
Executive Director

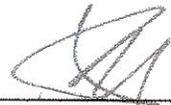
Date: 12-14-10

APPROVED AS TO FORM

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

Date: 12-16-10

CERTIFIED FUNDS AVAILABLE

By: 
ANTHONY MENO, Comptroller and
Certifying Officer

Date: 12-17-10

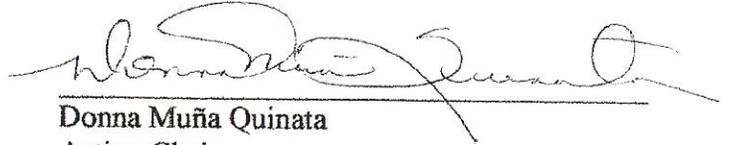
ATTACHMENT "A"

BEFORE THE BOARD OF TRUSTEES
OF THE
PUBLIC DEFENDER SERVICE CORPORATION
RELATIVE TO THE APPROVAL OF THE
ALTERNATE PUBLIC DEFENDER
FISCAL YEAR 2011 BUDGET REQUEST

RESOLUTION NO. 02-10

- WHEREAS,** Public Defender Service Corporation (PDSC) Board of Trustees Resolution No. 08-04 established the office of the Alternate Public Defender (APD) as a separate section/division of the PDSC, answerable to the PDSC Board of Trustees and subject to funding by the Judicial Client Service Fund under the stewardship of the Judicial Council of Guam; and
- WHEREAS,** On June 15, 2004 an Agreement to Provide Attorney Services For Indigent Defendants was executed by and between the PDSC and the Judicial Council of Guam through the Administrator of the Courts, providing funding for this program through Fiscal Year 2004; and
- WHEREAS,** As provided for by Section Four of the above-described Agreement, subsequent instruments were executed by the PDSC and the Judicial Council of Guam thereby funding the office of the APD through Fiscal Year 2010; and
- WHEREAS,** In order to extend the services rendered by the APD into the next fiscal year, and to allow for the renewal of the Agreement to Provide Services For Indigent Defendants, a budget plan must be submitted for consideration and approval by the PDSC Board of Trustees; and
- WHEREAS,** The Alternate Public Defender, by and through its Supervising Attorney, presented the APD's Fiscal Year 2011 Budget Request of \$1,078,182 to the PDSC Board of Trustees; and
- WHEREAS,** The Board of Trustees finds this budget request appropriate and adequate to carry out the APD's mission for Fiscal Year 2011; now therefore be it
- RESOLVED,** The Board of Trustees of the Public Defender Service Corporation, at its meeting of August 3, 2010 hereby approves the APD Fiscal Year 2011 Budget Request of \$1,078,182 with all provisions contained therein being attached hereto and made a part of this resolution.

DULY AND REGULARLY ADOPTED this 3rd day of August, 2010.



Donna Muña Quinata
Acting Chairperson
(Upon Recusal and Appointment By
Chief Justice Robert J. Torres, Jr., Chairman)

ATTEST:



BERNADETTE S.N. CHARGUALAF
Secretary

ATTACHMENT "B"

**BEFORE THE 2010 JUDICIAL COUNCIL OF GUAM
RESOLUTION NO. JC 10-018**

**RELATIVE TO APPROVING THE FISCAL YEAR 2011 BUDGET REQUEST FOR THE
OFFICE OF THE ALTERNATE PUBLIC DEFENDER**

WHEREAS, on April 30, 2004, this Judicial Council adopted its Resolution JC04-009 thereby accepting the Public Defender Service Corporation's proposal for the establishment of the Alternate Public Defender; and

WHEREAS, as a part of the budget of the Public Defender Service Corporation, the office of the Alternate Public Defender comes before the Judicial Council every year for approval of its fiscal year budget; and

WHEREAS, at the September 16, 2010, meeting of the Judicial Council, the Office of the Alternate Public Defender submitted a proposed Fiscal Year 2011 Budget Request, a copy of which was circulated to all members of the Judicial Council present at the meeting, also attached hereto as Exhibit A;

NOW THEREFORE BE IT RESOLVED, that the APD proposed Fiscal Year 2011 Budget be and is hereby APPROVED for FY 2011.

DULY ADOPTED the 16th day of September, 2010, at a duly-noticed meeting of the Judicial Council of Guam.



ROBERT J. TORRES, JR., Chairman

Dated: 10/07/10

ATTEST:



JOLEEN F. RESPICIO, Secretary

Dated: 10/07/10

EXHIBIT A

JUDICIARY

Agency: PUBLIC DEFENDER SERVICE CORPORATION

Program: ALTERNATE PUBLIC DEFENDER - COMBINED BUDGET DIGEST

Budget Account Code	Appropriation Classification	A	B	A+B=C
		FY 2011 Status Quo Level	FY 2011 Increases	FY 2011 Budget
PERSONNEL SERVICES				
111	Regular Salaries/Increments	\$487,417	\$1,728	\$489,145
112	Overtime/Special Pay	\$0	0	0
113	Benefits	154,673	17,267	171,940
	Impact of Government-Wide Hay Study	0		0
	TOTAL PERSONNEL SERVICES	\$642,090	\$18,995	\$661,085
OPERATIONS				
220	TRAVEL - Off-Island/Local Mileage Reimburs.	\$11,500	\$0	\$11,500
230	CONTRACTUAL SERVICES:	18,200	0	18,200
233	OFFICE SPACE RENTAL:	58,000	7,602	65,602
240	SUPPLIES & MATERIALS:	7,000	0	7,000
250	EQUIPMENT: <\$5000.00	5,150	0	5,150
	SUB-RECIPIENT/SUBGRANT:	0	0	0
290	MISCELLANEOUS:	5,460	0	5,460
	TOTAL OPERATIONS	\$105,310	\$7,602	\$112,912
UTILITIES				
	Power	\$0	\$0	\$0
	Water/ Sewer	0	0	0
363	Telephone/ Toll	4,080	0	4,080
	TOTAL UTILITIES	\$4,080	\$0	\$4,080
	INDIRECT COST	\$0	\$0	\$0
450	CAPITAL OUTLAY >\$5000.01	\$0	\$0	\$0
	TOTAL APPROPRIATIONS	\$751,480	\$26,597	\$778,077

I/ Specify Fund Source

FULL TIME EQUIVALENCIES (FTEs)				
UNCLASSIFIED		0	0	0
CLASSIFIED		9	0	9
	TOTAL FTEs	9	0	9

Note: On 09/16/10, Judicial Council approved status quo budget plus increments, increases in benefits and additional rent for FY 2011 Budget.

JUDICIARY
 Agency: PUBLIC DEFENDER SERVICE CORPORATION
 Program: ALTERNATE PUBLIC DEFENDER - ATTORNEYS

Budget Account Code	Appropriation Classification	A	B	A+B=C
		FY 2011 Status Quo Level	FY 2011 Increases	FY 2011 Budget
PERSONNEL SERVICES				
111	Regular Salaries/Increments	\$357,636	\$795	\$358,431
112	Overtime/Special Pay	0	0	0
113	Benefits	110,469	12,114	122,583
	Impact of Government-Wide Hay Study	0		0
	TOTAL PERSONNEL SERVICES	\$468,105	\$12,909	\$481,014
OPERATIONS				
220	TRAVEL - Off-Island/Local Mileage Reimburs.	\$10,000	\$0	\$10,000
230	CONTRACTUAL SERVICES:	17,950	0	17,950
233	OFFICE SPACE RENTAL:	58,000	7,602	65,602
240	SUPPLIES & MATERIALS:	7,000	0	7,000
250	EQUIPMENT: <\$5000.00	5,150	0	5,150
	SUB-RECIPIENT/SUBGRANT:	0	0	0
290	MISCELLANEOUS:	5,460	0	5,460
	TOTAL OPERATIONS	\$103,560	\$7,602	\$111,162
UTILITIES				
	Power	\$0	\$0	\$0
	Water/ Sewer	0	0	0
363	Telephone/ Toll	4,080	0	4,080
	TOTAL UTILITIES	\$4,080	\$0	\$4,080
	INDIRECT COST	\$0	\$0	\$0
450	CAPITAL OUTLAY >\$5000.01	\$0	\$0	\$0
	TOTAL APPROPRIATIONS	\$575,745	\$20,511	\$596,256

1/ Specify Fund Source

FULL TIME EQUIVALENCIES (FTEs)			
UNCLASSIFIED	0	0	0
CLASSIFIED	5	0	5
TOTAL FTEs	5	0	5

JUDICIARY

Agency: PUBLIC DEFENDER SERVICE CORPORATION

Program: ALTERNATE PUBLIC DEFENDER - INVESTIGATIVE SERVICES

Budget Account Code	Appropriation Classification	A	B	A+B=C
		FY 2011 Status Quo Level	FY 2011 Increases	FY 2011 Budget
PERSONNEL SERVICES				
111	Regular Salaries/Increments	\$42,531	\$487	\$43,018
112	Overtime/Special Pay	0	0	0
113	Benefits	13,521	1,346	14,867
	Impact of Government-Wide Hay Study	0		0
	TOTAL PERSONNEL SERVICES	\$56,052	\$1,833	\$57,885
OPERATIONS				
220	TRAVEL - Off-Island/Local Mileage Reimburs.	\$1,500	\$0	\$1,500
230	CONTRACTUAL SERVICES:	0	0	0
233	OFFICE SPACE RENTAL:	0	0	0
240	SUPPLIES & MATERIALS:	0	0	0
250	EQUIPMENT: <\$5000.00	0	0	0
	SUB-RECIPIENT/SUBGRANT:	0	0	0
290	MISCELLANEOUS:	0	0	0
	TOTAL OPERATIONS	\$1,500	\$0	\$1,500
UTILITIES				
	Power	\$0	\$0	\$0
	Water/ Sewer	0	0	0
363	Telephone/ Toll	0	0	0
	TOTAL UTILITIES	\$0	\$0	\$0
INDIRECT COST				
		\$0	\$0	\$0
450	CAPITAL OUTLAY >\$5000.01	\$0	\$0	\$0
	TOTAL APPROPRIATIONS	\$57,552	\$1,833	\$59,385

1/ Specify Fund Source

FULL TIME EQUIVALENCIES (FTEs)			
UNCLASSIFIED	0	0	0
CLASSIFIED	1	0	1
TOTAL FTEs	1	0	1

JUDICIARY

Agency: **PUBLIC DEFENDER SERVICE CORPORATION**

Program: **ALTERNATE PUBLIC DEFENDER - LEGAL SECRETARIAL SERVICES**

Budget Account Code	Appropriation Classification	A	B	A+B=C
		FY 2011 Status Quo Level	FY 2011 Increases	FY 2011 Budget
PERSONNEL SERVICES				
111	Regular Salaries/Increments	\$59,543	\$688	\$60,231
112	Overtime/Special Pay	0	0	0
113	Benefits	21,053	2,588	23,641
	Impact of Government-Wide Hay Study	0		0
	TOTAL PERSONNEL SERVICES	\$80,596	\$3,276	\$83,872
OPERATIONS				
220	TRAVEL - Off-Island/Local Mileage Reimburs.	\$0	\$0	\$0
230	CONTRACTUAL SERVICES:	250	0	250
233	OFFICE SPACE RENTAL:	0	0	0
240	SUPPLIES & MATERIALS:	0	0	0
250	EQUIPMENT: <\$5000.00	0	0	0
	SUB-RECIPIENT/SUBGRANT:	0	0	0
290	MISCELLANEOUS:	0	0	0
	TOTAL OPERATIONS	\$250	\$0	\$250
UTILITIES				
	Power	\$0	\$0	\$0
	Water/ Sewer	0	0	0
363	Telephone/ Toll	0	0	0
	TOTAL UTILITIES	\$0	\$0	\$0
	INDIRECT COST	\$0	\$0	\$0
450	CAPITAL OUTLAY >\$5000.01	\$0	\$0	\$0
	TOTAL APPROPRIATIONS	\$80,846	\$3,276	\$84,122

1/ Specify Fund Source

FULL TIME EQUIVALENCIES (FTEs)			
UNCLASSIFIED	0	0	0
CLASSIFIED	2	0	2
TOTAL FTEs	2	0	2

JUDICIARY

Agency: **PUBLIC DEFENDER SERVICE CORPORATION**

Program: **ALTERNATE PUBLIC DEFENDER - LEGAL CLERICAL SERVICES**

Budget Account Code	Appropriation Classification	A	B	A+B=C
		FY 2011 Status Quo Level	FY 2011 Increases	FY 2011 Budget

PERSONNEL SERVICES				
111	Regular Salaries/Increments	\$27,707	-\$242	\$27,465
112	Overtime/Special Pay	0	0	0
113	Benefits	9,630	1,219	10,849
	Impact of Government-Wide Hay Study	0		0
	TOTAL PERSONNEL SERVICES	\$37,337	\$977	\$38,314

OPERATIONS				
220	TRAVEL - Off-Island/Local Mileage Reimburs.	\$0	\$0	\$0
230	CONTRACTUAL SERVICES:	0	0	0
233	OFFICE SPACE RENTAL:	0	0	0
240	SUPPLIES & MATERIALS:	0	0	0
250	EQUIPMENT: <\$5000.00	0	0	0
	SUB-RECIPIENT/SUBGRANT:	0	0	0
290	MISCELLANEOUS:	0	0	0
	TOTAL OPERATIONS	\$0	\$0	\$0

UTILITIES				
	Power	\$0	\$0	\$0
	Water/ Sewer	0	0	0
363	Telephone/ Toll	0	0	0
	TOTAL UTILITIES	\$0	\$0	\$0

INDIRECT COST				
		\$0	\$0	\$0

450	CAPITAL OUTLAY >\$5000.01	\$0	\$0	\$0
-----	---------------------------	-----	-----	-----

	TOTAL APPROPRIATIONS	\$37,337	\$977	\$38,314
--	-----------------------------	-----------------	--------------	-----------------

1/ Specify Fund Source

FULL TIME EQUIVALENCIES (FTEs)				
	UNCLASSIFIED	0	0	0
	CLASSIFIED	9	0	9
	TOTAL FTEs	9	0	9

PUBLIC DEFENDER SERVICE CORPORATION
ALTERNATE PUBLIC DEFENDER DIVISION
FY 2011 STAFFING PATTERN REPORT
SUMMARY

(A) Position Number	(B) Position Title	(C) Name of Incumbent	(D) Grade/Step	(E) Salary	(F) Increment		(G) Subtotal	(H) Ret	(I) Ret (DBI)	(K) Benefits				(L) Med (Pcent)	(M) Den. (Pcent)	(N) Total Benefits (1 thru N.)	(O) (H+O) TOTAL
					Date	Am't				Med (Pcent)	Life (Pcent)	Med (Pcent)	Den. (Pcent)				
APD-100	ATTORNEY IV-SUPERVISOR	ANA MARIA C. GAYLE	IV/ATX	83,400	9/27/12	0	83,400	22,802	478	1,209	174	4,035	209	23,005	112,405		
APD-101	ATTORNEY IV	STEPHEN P. HATTORI	IV/8	80,880	12/16/10	2,350	82,930	23,773	478	1,202	174	4,035	209	23,789	111,402		
APD-102	ATTORNEY IV	JOHN P. MORRISON	IV/2	68,453	3/16/11	2,350	70,843	19,453	478	1,037	174	2,064	192	21,762	94,232		
APD-103	ATTORNEY IV	JEFFERY L. WARFIELD, SR.	IV/5	77,884	5/11/11	1,120	79,014	21,897	478	1,146	174	2,064	192	23,782	104,768		
APD-104	ATTORNEY I	PIER O. PETERSEN	I/1	40,332	1/5/11	1,892	42,244	11,600	478	613	174	2,064	192	15,932	57,906		
APD-105	INVESTIGATOR II	INDRIMA L. SALAS	II/10	43,078	3/27/12	0	43,078	11,813	0	624	174	2,064	192	14,667	57,995		
APD-105	LEGAL SECRETARY III	JANET L. ROSARIO	J/8	33,285	3/20/12	0	33,285	8,135	0	482	174	2,064	192	12,867	45,753		
APD-106	LEGAL SECRETARY I	NAORNE T. GOGUE	H/6	25,967	10/19/10	998	26,965	7,405	478	391	174	2,064	209	11,154	38,119		
APD-107	LEGAL CLERK II	MICHAEL S. BORRETA	H/7	26,965	4/9/11	900	27,865	7,649	478	398	174	2,064	192	10,349	38,114		
GRAND TOTAL				478,005		9,210	487,215	134,320	3,383	7,062	1,386	23,839	1,779	171,940	681,685		

FUNDING SOURCE: CLIENT SERVICES FUND UNDER THE STEWARDSHIP OF THE JUDICIAL COUNCIL

PUBLIC DEFENDER SERVICE CORPORATION
 ALTERNATE PUBLIC DEFENDER DIVISION
 FY 2011 STAFFING PATTERN REPORT
 SUMMARY

(A) Position Number	(B) Position Title	(C) Name of Incumbent	(D) Grade/Step	(E) Salary	(F) Date	(G) Increment		(H) Subtotal	(I) Ret	(J) Ret (DDI)	(K) Benefits				(L) Med (Pres)	(M) Den (Pres)	(N) Total Benefits (H+O)	(P) (H+O)
						Am	Av				Ret	Med care	Lib (Pres)	Den				
APD-100	ATTORNEY IV-SUPERVISOR	ANA MARIA C. GAYLE	IV/8(1X)	83,400	8/27/12	0	83,400	22,502	478	1,209	174	4,035	268	28,029	112,428			
APD-101	ATTORNEY IV	STEPHEN P. HATTORI	IV/6	80,680	12/19/10	2,350	82,930	22,773	478	1,202	174	4,035	209	28,872	111,802			
APD-102	ATTORNEY IV	JOHN P. MORRISON	IV/2	68,483	3/16/11	2,350	70,833	19,453	478	1,027	174	2,064	182	23,966	94,232			
APD-103	ATTORNEY IV	JEFFERY L. WARFIELD, SR.	IV/3	77,894	5/11/11	1,120	79,014	21,687	478	1,146	174	2,064	182	25,752	104,766			
APD-108	ATTORNEY I	PIER O. PETERSEN	I/1	46,352	1/5/11	1,892	48,244	11,600	478	613	174	2,504	182	15,662	57,806			
GRAND TOTAL				380,718	7,712	388,431	96,465	2,696	5,197	878	14,702	944	122,693	481,814				

FUNDING SOURCE: CLIENT SERVICES FUND UNDER THE STEWARDSHIP OF THE JUDICIAL COUNCIL.

PUBLIC DEFENDER SERVICE CORPORATION
 ALTERNATE PUBLIC DEFENDER DIVISION
 FY 2011 STAFFING PATTERN REPORT
 SUMMARY

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)
Position Number	Position Title	Name of Incumbent	Grade/Step	Salary	Increase Date	Amount	(E+G) Subtotal	Ret (ODR)	Medicare	Life (Pror)	Med (Pror)	Dent (Pror)	Total Benefits (H+N)	(H+O) TOTAL	
APD-104	INVESTIGATOR II	NORMA L. SALAS	M10	43,018	3/27/12	0	43,018	0	624	174	2,064	192	14,987	57,985	
	GRAND TOTAL			43,018		0	43,018	0	624	174	2,064	192	14,987	57,985	

FUNDING SOURCE: CLIENT SERVICES FUND UNDER THE STEWARDSHIP OF THE JUDICIAL COUNCIL

PUBLIC DEFENDER SERVICE CORPORATION
 ALTERNATE PUBLIC DEFENDER DIVISION
 FY 2011 STAFFING PATTERN REPORT
 SUMMARY

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)
Position Number	Position Title	Name of Incumbent	Grade/Step	Salary	Increment		P+G Subtotal	Ret &	Ret (DDJ)	Benefits				Total Benefits (F thru N)	(B+O) TOTAL
					Date	Amnt				Medi care	Life (Presa)	Meal (Presa)	Disa (Presa)		
APD-105	LEGAL SECRETARY III	JANET L. ROSARIO	J/9	33,265	3/20/12	0	33,266	9,135	0	482	174	2,604	189	12,487	45,753
APD-106	LEGAL SECRETARY I	MADINE T. GOGUE	H/6	26,067	10/18/10	968	26,965	7,465	479	391	174	2,496	269	11,154	38,119
GRAND TOTAL:				60,233		968	60,231	16,640	479	873	349	5,000	491	23,641	93,872

FUNDING SOURCE: CLIENT SERVICES FUND UNDER THE STEWARDSHIP OF THE JUDICIAL COUNCIL

PUBLIC DEFENDER SERVICE CORPORATION
 ALTERNATE PUBLIC DEFENDER DIVISION
 FY 2011 STAFFING PATTERN REPORT
 SUMMARY

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)
Position Number	Position Title	Name of Incumbent	Grade/Step	Salary	Start Date	Amount	(E+G)	Ret. (DDI)	Ret. (Pren)	Medicare	Life (Pren)	Med (Pren)	Dis (Pren)	Total Benefits (H+O)	(H+O) TOTAL
AFD-107	LEGAL CLERK II	MICHAEL S. BORRETA	H7	28,965	4/4/11	500	27,465	479	398	398	174	2,084	182	10,949	38,314
	GRAND TOTAL			28,965		500	27,465	479	398	398	174	2,084	182	10,949	38,314

FUNDING SOURCE: CLIENT SERVICES FUND UNDER THE STEWARDSHIP OF THE JUDICIAL COUNCIL.

Public Defender Service Corporation
 Alternate Public Defender
 FY 2011 Allotment Schedule

	Appropriation	Reserve	Release										
111 Regular Salaries	489,145			Oct	39,508	Jan	39,508	Apr	39,508	Jul	39,508	Nov	41,390
				Nov	41,390	Feb	37,627	May	41,390	Aug	43,271	Dec	43,271
				Dec	43,271	Mar	43,271	Jun	41,390	Sep	39,503		
112 Overtime	0			Oct	0	Jan	0	Apr	0	Jul	0	Nov	0
				Nov	0	Feb	0	May	0	Aug	0	Dec	0
				Dec	0	Mar	0	Jun	0	Sep	0		
113 Benefits	171,940			Oct	13,888	Jan	13,888	Apr	13,888	Jul	13,888	Nov	14,549
				Nov	14,549	Feb	13,227	May	14,549	Aug	15,211	Dec	15,211
				Dec	15,211	Mar	15,211	Jun	14,549	Sep	13,881		
Sub-Total Personnel	661,085				167,817		162,732		165,274		165,262		
220 Local Mileage Reimburs.	11,500			Oct	5,125	Jan	5,125	Apr	125	Jul	125	Nov	125
				Nov	125	Feb	125	May	125	Aug	125	Dec	125
				Dec	125	Mar	125	Jun	125	Sep	125		
230 Contractual	18,200			Oct	14,945	Jan	0	Apr	0	Jul	250	Nov	0
				Nov	0	Feb	0	May	2,875	Aug	0	Dec	0
				Dec	0	Mar	0	Jun	130	Sep	0		
240 Supplies	7,000			Oct	2,000	Jan	2,000	Apr	2,000	Jul	1,000	Nov	0
				Nov	0	Feb	0	May	0	Aug	0	Dec	0
				Dec	0	Mar	0	Jun	0	Sep	0		
250 Equipment<\$5000	5150			Oct	5,150	Jan		Apr	0	Jul	0	Nov	0
				Nov	0	Feb	0	May	0	Aug	0	Dec	0
				Dec	0	Mar	0	Jun	0	Sep	0		
290 Misc	5,460			Oct	2,460	Jan	0	Apr	0	Jul	0	Nov	0
				Nov	0	Feb	0	May	0	Aug	0	Dec	0
				Dec	3,000	Mar	0	Jun	0	Sep	0		
Sub-Total Operating Exp	47,310				32,930		7,375		5,380		1,625		

Public Defender Service Corporation
 Alternate Public Defender
 FY 2011 Allotment Schedule

233 Rental	65,602	Oct	5,467	Jan	5,467	Apr	5,467	Jul	5,467
		Nov	5,467	Feb	5,467	May	5,467	Aug	5,467
		Dec	5,467	Mar	5,467	Jun	5,467	Sep	5,465
Sub-Total Rental	65,602		16,401		16,401		16,401		16,399
361 Power	0	Oct	0	Jan	0	Apr	0	Jul	0
		Nov	0	Feb	0	May	0	Aug	0
		Dec	0	Mar	0	Jun	0	Sep	0
362 Water	0	Oct	0	Jan	0	Apr	0	Jul	0
		Nov	0	Feb	0	May	0	Aug	0
		Dec	0	Mar	0	Jun	0	Sep	0
363 Telephone/Toll	4,080	Oct	450	Jan	330	Apr	330	Jul	330
		Nov	330	Feb	330	May	330	Aug	330
		Dec	330	Mar	330	Jun	330	Sep	330
Sub-Total Utilities	4,080		1,110		990		990		990
450 Capital Outlay->\$5000.01	0	Oct	0	Jan	0	Apr	0	Jul	0
		Nov	0	Feb	0	May	0	Aug	0
		Dec	0	Mar	0	Jun	0	Sep	0
Sub-Total Capital Outlay	0		0		0		0		0
Grand Total	778,077		218,258		187,498		188,045		184,276

Oct	88,993	Jan	66,318	Apr	61,318	Jul	60,568
Nov	61,861	Feb	56,776	May	64,736	Aug	64,404
Dec	67,404	Mar	64,404	Jun	61,991	Sep	59,304
	218,258		187,498		188,045		184,276