

Agreement



This agreement is entered into effective October 22, 2014, between the Guam Public Utilities Commission [Commission], an autonomous corporation of the government of Guam and Lou Palomo [Palomo], whose mailing address is Box 399, Hagatna, Guam 96932.

Whereas, 12 GCA 12002 empowers the Commission to employ administrative staff personnel for the conduct of Commission business;

Whereas, Palomo desires to be employed by the Commission to fill the position of administrator and Commission, after reviewing Palomo's qualifications and experience, desires to employ her for this position;

Now therefore, in consideration of the foregoing and for other good and valuable consideration, the adequacy of which is acknowledged by both parties, they agree as follows:

1. Service.

The Commission hereby retains Palomo as an independent contractor, to serve as its administrator. Under the direction of the Commission, Palomo will operate the Commission's office during its office hours [8:00 a.m. – 5:00 p.m. Monday through Friday, excluding government of Guam holidays] and such additional hours as may be required to attend to Commission business. Palomo's duties, which she will undertake with her best efforts, will include: a] the receipt and filing of documents submitted to the Commission; b] operation and maintenance of the Commission office; c] accounting and book keeping; d] administrative and secretarial service to the Commission, its administrative law judge [ALJ] and its regulatory consultants; e] coordination of Commission meetings and hearings; and f] such other duties as may be assigned to her by the Commission or its ALJ.

2. Term.

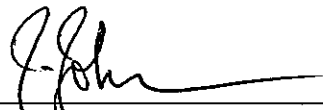
The term of this agreement will be for one year and it may be extended upon the mutual agreement of the parties for additional one-year periods. Palomo shall serve at the Commission's pleasure and may be terminated at its will upon 30 days prior written notice. In the event Palomo shall breach her duties under this agreement then the Commission may on notice immediately terminate this contract.

3. Compensation.

Palomo shall receive as compensation for her services, the sum of \$46,000.00 per annum, which will be paid by the Commission in bi-weekly installments on the 15th and last day of each month. The Commission will provide Palomo with appropriate training. Palomo is an independent contractor and agrees that in such capacity, she is not entitled to any overtime or benefits. The Commission shall have no responsibility to make any withholdings from Palomo's compensation. Palomo shall promptly pay all estimated and other taxes, FICA and other obligations as may be required by law. She will also obtain such licenses as are required for her to provide services under this agreement. Palomo will provide the Commission with a current copy of her business license.

4. Amendment.

This agreement contains the full understanding of the parties and cannot be amended except in writing signed by both parties. Any notice to Palomo under this agreement will be deemed given if posted to her above mailing address.



Public Utilities Commission of Guam (GPUC)
By Jeffrey C. Johnson, Chairman



Lou Palomo