

EMPLOYMENT AGREEMENT

This Agreement is entered into effective October 1, 2020, by and between between the Guam Public Utilities Commission [Commission], a public corporation and autonomous instrumentality of the government of Guam, and Lourdes R. Palomo [Employee], whose mailing address is P.O. Box 399, Hagatna, Guam 96932.

WITNESSETH:

WHEREAS, 12 GCA § 12103 empowers the Commission to employ administrative staff personnel for the conduct of Commission business; and

WHEREAS, Employee desires to be employed by the Commission as its PUC Administrator; and

WHEREAS, Employee has previously served in the position of PUC Administrator for 18 years (since 2002) in a contractual capacity; and

WHEREAS, the Commission has been satisfied with the past services rendered by the Administrator; and

WHEREAS, it is the desire of the parties that Lourdes R. Palomo be employed as PUC Administrator;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the adequacy of which is acknowledged by both parties, the Commission and Employee agree as follows:

1. *Scope of Work.*

The Commission hereby hires Employee to serve as its Administrator. Employee 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. Employee shall undertake her duties with her best efforts, and will not accept or engage in any employment outside of the services of the Commission. Employee shall be responsible for the day-to-day operations of the Commission, subject to the supervision and control of the Commission's Chairman and the Commission. Her duties will include, but not be limited to:

- (a) To ensure that the Commission's office is open and operational during its office hours;
- (b) To supervise other employees or administrative staff of the Commission;
- (c) To receive and file all documents submitted to the Commission, and to take appropriate action for the processing of such documents;
- (d) To handle incoming inquiries and requests from all members of the public or representatives of the utilities and to assure that such matters are handled by her or other Commission personnel;
- (e) To undertake any tasks necessary to the operation and maintenance of the Commission office;
- (f) To undertake accounting and bookkeeping, or to ensure that said functions are performed by authorized Commission personnel/contractors;
- (g) To maintain and update the Commission's website, with the assistance of the Commission's webmaster;
- (h) To undertake efforts to scan and digitize Commission files and documents;
- (i) To provide administrative and secretarial service to the Commission;
- (j) To arrange and coordinate Commission meetings and hearings; and
- (k) To perform such other duties as may be assigned to her by the Commission or its authorized representatives.

2. *Compensation.*

- (a) Employee shall receive salary in the amount of \$60,000.00 per annum, which shall be paid by the Commission in bi-weekly installments on the 15th and last day of each month.
- (b) All salary paid to Employee shall be less all amounts required by law or authorized in writing by Employee to be withheld or deducted.

3. *Employee Benefits.*

- (a) The Commission is unable to provide retirement or health insurance benefits; however, Employee's salary includes compensation to Employee for health and welfare benefits.
- (b) Employee shall receive \$50.00 worth of gasoline per month for work related travel.
- (c) Employee shall be entitled to three weeks paid vacation during the term of this Agreement.
- (d) Employee shall be provided with appropriate training.

(e) Employee agrees that her employment is not Government of Guam employment, and that there is no insurance coverage provided by the government, participation in the Government of Guam retirement system, accumulation of vacation leave or sick leave, or other benefits not specifically provided herein.

4. *Term.*

The term of this Agreement shall be for one year, and it may be extended upon the mutual agreement of the parties for additional one-year periods.

5. *Termination.*

Employee shall serve at the Commission's pleasure and may be terminated at will upon thirty (30) days prior written notice.

6. *Employee's Duties on Termination.*

In the event of termination of employment with Employer for any reason, Employee agrees to deliver promptly to Employer all equipment, notebooks, documents, memoranda, reports, files, samples, books correspondence, lists, or other written or graphic records, and the like, relating to the Commission's business, which are or have been in her possession or under her control.

7. *Law Governing Agreement.*

This agreement is to be interpreted and enforced in accordance with the laws of Guam.

8. *Severable Provisions.*

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions.

9. *Notices.*

Any notices required to be given hereunder by the Commission to the Employee may be affected either by personal delivery in writing or by email to Employee's

email address at the Commission. Any notices required to be given hereunder by the Employee to the Commission may be affected by personal delivery to the Chairman and the Chief ALJ or by email to the Chairman and the ALJ.

10. Attorney's Fees and Costs.

If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he may be entitled.

11. Containment of Entire Agreement Herein.

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of the Employee by the Commission and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this agreement. No statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party charged.

12. CERTIFICATE OF EMPLOYEE. THE EMPLOYEE CERTIFIES TO THE COMMISSION THAT SHE HAS READ THE FOREGOING AGREEMENT AND THAT SHE FULLY UNDERSTANDS ITS TERMS AND CONDITIONS, AND FURTHER CERTIFIES THAT THE FOREGOING TERMS AND CONDITIONS CONSTITUTE HER ENTIRE AGREEMENT WITH THE COMMISSION, AND THAT NO PROMISES OR UNDERSTANDINGS OR REPRESENTATIONS HAVE BEEN MADE OTHER THAN THOSE STATED ABOVE. IT IS SPECIFICALLY AGREED BY THE PARTIES HERETO THAT THIS AGREEMENT SHALL BE SUBJECT TO MODIFICATION ONLY BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated by their respective names.

Dated: _____

EMPLOYEE

Lourdes R. Palomo

Dated: _____

THE COMMISSION

By: It's Chairman Jeffrey C. Johnson