

April 27 2020

Jeffrey C. Johnson Chainman
Public Utilities Commission
414 W. Soledad Avenue
GCIC Building, Suite 207
Hagatna, Guam 96910

Dear Mr. Johnson:

This letter is to confirm the terms and objectives of George P.G. Kim, CPA, PC ("our", "we", "us" and other words of similar meaning) engagement with the Public Utilities Commission ("PUC") as well as the nature and limitations of the services we will provide.

As part of this engagement, we will provide administrative assistance to your Administrator whenever we are in the office. It is our understanding that the PUC at times has unusual office hours due to public meetings and hearings that creates substantial amounts of documents and filings. Because of this increased administrative workload, your Administrator has requested that we assist with work matters at the office three days each week, ordinarily on each Monday, Wednesday, and Friday except when the foregoing days are holidays. In such case the applicable three workdays will be arranged with your Administrator. We will work for four hours per work day, ordinarily in the morning. However, we stress that our days of service and times are flexible and we will attempt to meet the needs of your Administrator.

The services that we will perform include, but are not limited, to the following:

- Answering phones, receiving and filing docket filings and other materials, and delivering and picking up any necessary documents or materials.
- Assisting your Administrator in bookkeeping entries and the maintenance and review of cash reports, deposit slips, and the bank statements.
- Assistance in reviewing checks and reconciliation of bank statements.
- Providing any other assistance of a bookkeeping nature that your Administrator may reasonably request.
- Assisting your Administrator in the preparation of Reports and the compiling of packets and information for Commissioner Review.
- After consulting with us, performing any other task that your Administrator believes is relevant to carrying out PUC administrative duties.

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. The term will commence April 15, 2020, and end April 14, 2021.

Jeffrey C. Johnson,
Chairman Public Utilities
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We will bill the PUC a total of \$1,200 per month based on 48 hours per month for our service. Our fee will be paid by the PUC in bi-weekly installments on the 15th and last day of each month.

If billings are past due in excess of 30 days, we may stop all work until PUC's account is brought current, or withdraw from this engagement. We are an independent contractor and serve at the Commission's pleasure and this engagement may be terminated at its will upon 30 days prior written notice. In the event that we breach our duties under this agreement then the Commission may on notice immediately terminate this engagement.

This Agreement supersedes and replaces any prior written Agreement between the parties.

If the foregoing is acceptable to the PUC, please sign the copy of this letter provided and return it to me.

Thank you for this opportunity to serve you.

Very truly yours,

George P.G. Kim
George P.G. Kim, CPA, PC

APPROVED:

Public Utilities Commission

By: Jeffrey C. Johnson
Chairman

Dated: April 27, 2020