

GUAM PUBLIC UTILITIES COMMISSION

Jeffrey C. Johnson
Chairman

Peter B. Montinola
Vice Chairman

Commissioners
Joseph M. McDonald
Michael A. Pangelinan
Rowena E. Perez-Camacho
Doris Flores-Brooks

Suite 207, GCIC Building
Post Office Box 862
Hagåtña, Guam 96932
Telephone: (671) 472-1907
Fax: (671) 472-1917
Email: info@guampuc.com

Lourdes R. Palomo
Administrator

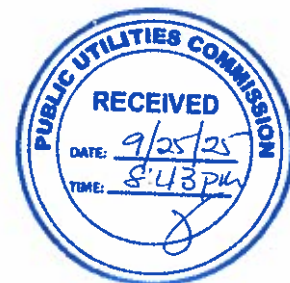
Marie M. Leon Guerrero
Administrator-in-Training

Sheila M. Salas
Administrative Assistant

Frederick J. Horecky
Chief Administrative Law Judge

Joephet R. Alcantara
Administrative Law Judge

Anthony R. Camacho
Legal Counsel



BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

RESOLUTION NO. 25-07

APPROVAL OF FY2026 EMPLOYMENT AGREEMENT FOR THE PUC ADMINISTRATOR

WHEREAS, the **GUAM PUBLIC UTILITIES COMMISSION** ("PUC") is an autonomous instrumentality within the Government of Guam; and

WHEREAS, the **PUC** is empowered, pursuant to 12 GCA §12103, to "employ administrative staff personnel for the conduct of **PUC** business"; and

WHEREAS, **LOURDES R. PALOMO** has diligently served as **PUC** Administrator for the past twenty-three (23) years and the **PUC** is satisfied with the services rendered by **LOURDES R. PALOMO**; and

WHEREAS, the **PUC** is authorized to employ and approves the continued employment of **LOURDES R. PALOMO**, as a fulltime employee and Administrator to the **PUC**, for a term of one (1) year for FY2026; and

WHEREAS, the **PUC** and **LOURDES R. PALOMO** desire that she be hired under an Employment Agreement, a true and correct copy of which is attached hereto and incorporated herein by this reference; and

WHEREAS, the salary of **LOURDES R. PALOMO**, for the term of the Employment Agreement, shall be Sixty-Six Thousand Dollars (\$66,000.00) per annum, representing a base salary of Sixty Thousand Dollars (\$60,000.00) and a payment for Health and Welfare Benefits of Six Thousand Dollars (\$6,000.00); and

NOW, THEREFORE, BE IT HEREBY

RESOLVED, that the **PUC** hereby approves and authorizes the continued employment of **LOURDES R. PALOMO**, as a fulltime employee and Administrator to the **PUC**, for a term of one (1) year for FY2026; and

RESOLVED, that Employment Agreement attached hereto is hereby approved.

RESOLVED, that the salary of **LOURDES R. PALOMO**, for the term of the Employment Agreement, shall be Sixty-Six Thousand Dollars (\$66,000.00) per annum, representing a base salary of Sixty Thousand Dollars (\$60,000.00) and a payment for Health and Welfare Benefits of Six Thousand Dollars (\$6,000.00). The Guam Federal Wage Determination standards recommends that compensation for Health and Welfare Benefits be included in an employee's salary where such benefits (i.e., health insurance and others) are not provided to the employee. The **PUC** is unable to provide health insurance or retirement benefits to **LOURDES R. PALOMO**.

RESOLVED, that during the term of her employment, all terms and conditions of said Employment Agreement between the **PUC** and **LOURDES R. PALOMO** shall remain in full force and effect and shall govern the respective relations of the parties.

RESOLVED, that the Chairman is authorized to sign all documents necessary to effectuate the above-referenced agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

DULY AND REGULARLY ADOPTED ON THIS 25TH DAY OF SEPTEMBER,
2025.



JEFFREY C. JOHNSON
Chairman



PETER B. MONTINOLA
Vice Chairman



JOSEPH M. McDONALD
Commissioner



MICHAEL A. PANGELINAN
Commissioner



ROWENA E. PEREZ-CAMACHO
Commissioner



DORIS FLORES-BROOKS
Commissioner

EMPLOYMENT AGREEMENT

This Agreement is entered into effective October 1, 2025, by and between the **GUAM PUBLIC UTILITIES COMMISSION ("PUC")**, a public corporation and autonomous instrumentality of the Government of Guam, and **LOURDES R. PALOMO ("Employee")**, whose mailing address is Post Office Box 399, Hagatna, Guam 96932.

WITNESSETH:

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

WHEREAS, **Employee** desires to be employed by the **PUC** as its Administrator, in a fulltime capacity, for a term of one (1) year for FY2026; and

WHEREAS, **Employee** has diligently served as **PUC** Administrator for the past twenty-three (23) years and the **PUC** has been satisfied with the past services rendered by the **Employee**;

WHEREAS, it is the desire of the parties that **Employee** continue her employment as Administrator for the **PUC**, in a fulltime capacity, for a term of one (1) year for FY2026;

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

1. **Scope of Work.** The **PUC** hereby hires **Employee** to serve as its Administrator. **Employee** will operate the **PUC's** Office during its regular office hours (i.e., 8:00 o'clock a.m. through 5:00 o'clock p.m., Monday through Friday, excluding Government of Guam holidays) and such additional hours as may be required to attend to **PUC** 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 **PUC**. **Employee** shall be responsible for the day-to-day operations of the **PUC**, subject to the supervision and

control of the **PUC's** Chairman and the **PUC**. Her duties will include, but not be limited to:

(a) To ensure that the **PUC's** Office is open and operational during its regular business hours;

(b) To supervise other employees or administrative staff of the **PUC**;

(c) To receive and file all documents submitted to the **PUC**, 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 **PUC** personnel;

(e) To undertake any tasks necessary for the operation and maintenance of the **PUC** Office;

(f) To undertake accounting and bookkeeping, or to ensure that said functions are performed by authorized **PUC** personnel/contractors;

(g) To maintain and update the **PUC's** website, with the assistance of the **PUC's** webmaster;

(h) To undertake efforts to scan and digitize **PUC** files and documents;

(i) To provide administrative and secretarial services to the **PUC**;

(j) To arrange and coordinate **PUC** meetings and hearings, and to ensure that such meetings are properly broadcasted in accordance with law; and

(k) To perform such other duties as may be assigned to her by the **PUC** or its authorized representatives.

2. Compensation.

(a) **Employee** shall receive a total salary in the amount of **\$66,000.00** per annum, representing an annual base salary of **\$60,000.00** and a payment for Health and Welfare Benefits of **\$6,000.00**, which shall be paid by the **PUC** 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 **PUC** 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 be entitled to three (3) weeks paid vacation during the term of this Agreement.

(c) **Employee** shall be provided with appropriate training.

(d) **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 (1) 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 **PUC'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 the **PUC** for any reason, **Employee** agrees to deliver promptly to the **PUC** all equipment, notebooks, documents, memoranda, reports, files, samples, books correspondence, lists, or other written or graphic records, and the like, relating to the **PUC'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 PUC to the Employee may be affected either by personal delivery in writing or by email to Employee's email address at the PUC. Any notices required to be given hereunder by the Employee to the PUC may be affected by personal delivery to the Chairman and the Chief ALJ or by email to the Chairman and the Chief 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 she 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 PUC 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 PUC 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 PUC, 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.

EMPLOYEE:

Dated: 9-25-25


LOURDES R. PALOMO

COMMISSION:

Dated: 09/25/2025

BY: 
JEFFREY C. JOHNSON, CHAIRMAN