



EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into effective March 1, 2026 by and between the **GUAM PUBLIC UTILITIES COMMISSION** (“Commission”), a public corporation and autonomous instrumentality of the Government of Guam and **ANTHONY R. CAMACHO** (“Employee”), whose mailing address is 414 W. Soledad Ave. PMB 144, Hagatna, Guam, 96910.

WITNESSETH

WHEREAS, the Commission’s Procurement Guidelines and Procedure, ratified and approved at its Regular Meeting held on April 25, 2025, and 12 G.C.A. §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 In-House Counsel; and

WHEREAS, the Employee has previously served in the position of the Commission’s Legal Counsel since October 1, 2018 in a contractual capacity; and

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

WHEREAS, it is the desire of the Parties that Employee be employed as the Commission’s In-House Counsel.

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 In-House Counsel. Employee will provide legal services to the Commission during its office hours [8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Government of Guam holidays], and such additional hours as may be required to attend Commission business. Employee shall undertake his duties with his best efforts and will not accept or engage in any employment outside of the services of the Commission except on a part-time basis as authorized by the Commission, such authorization shall not be unreasonably withheld, and outside of the Commission's work hours. The Commission has authorized Employee to continue the Employee's existing part-time employments set forth in Exhibit A herein. Employee shall be responsible for providing legal advice and services on a day-to-day basis for the Commission, subject to the supervision and control of the Commission's Chairman and the Commission. His duties will include, but not be limited to:

- (a) Act as legal counsel to the Commission;
- (b) Undertake such legal research as shall be requested by the Commission or its designee(s);
- (c) Provide advice to the Commission staff and the Commissioners as requested;
- (d) Prepare reports on regulatory matters involving entities regulated by the Commission;
- (e) Undertake tasks related to the administration of Commission meetings and proceedings including, but not limited to, the preparation of agendas, meeting notices, and minutes of meetings and proceedings, or other tasks as requested;

- (g) Prepare and/or assist in the preparation of Annual Reports, Citizen Centric Reports, FOI reports, and any other required reports;
- (h) Prepare procurement documents for Commission RFPs, and guide the Commission's procurement processes;
- (i) Represent the Commission in litigation matters;
- (j) Represent the Commission at public hearings, before the Guam Legislature and Government of Guam boards or agencies;
- (k) Serve as a Public Information Officer for the Commission;
- (l) Provide special services as requested by the Commission; and
- (m) Other Tasks: The Commission may require other related tasks not specified above.

2. Compensation.

- (a) Employee shall receive a salary in the amount of \$210,000 per annum, which shall be paid by the Commission in bi-weekly installments on the 15th and last day of each month; and
- (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 be entitled to thirty (30) days paid vacation per year during the term of this Agreement;
- (c) Employee shall be provided with appropriate training;

(d) Employee agrees that his 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; and

(e) Employee may work remotely outside of the Commission's offices for up to one (1) week each month during the term of this Agreement.

4. Term.

The term of this Agreement shall be for one (1) year, and it shall extend automatically for additional one-year periods upon the mutual agreement of the Parties.

5. Termination.

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

6. Employee's Duties on Termination.

In the event of termination of employment with the Commission for any reason, Employee agrees to deliver promptly to the Commission 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 his possession or under his 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 or by email to the Chairman.

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 that party 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 HE HAS READ THE FOREGOING AGREEMENT AND THAT HE FULLY UNDERSTANDS ITS TERMS AND CONDITIONS, AND FURTHER CERTIFIES THAT THE FOREGOING TERMS AND CONDITIONS CONSTITUTE HIS 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.

EMPLOYEE:

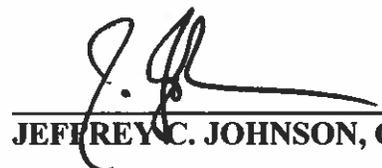


ANTHONY R. CAMACHO

Dated: 12/12/25

THE COMMISSION:

GUAM PUBLIC UTILITIES COMMISSION



JEFFREY C. JOHNSON, Chairman

Dated: 12/22/25

EXHIBIT A

ANTHONY R. CAMACHO'S Part-time Employment:

1. Adjunct Instructor, University of Guam
2. Adjunct Instructor, Guam Community College
3. Board Member, PFC Finance
4. Board Member, PFC Development
5. Board Member, PFC Insurance
6. Board Member, PFC Shared Services
7. Board Member, Camacho Corporation
8. Board Member, Camacho Holdings, LLC.
9. Board Member, Camacho Family Realty Trust
10. Board Member, Felix M. Camacho and Carlos G. Camacho Scholarship Foundation
11. Board Member, Oceania Fencing Confederation
12. Board Member, Guam Fencing Federation
13. Board Member, Arma Guam
14. Owner, Law Offices of Anthony R. Camacho, Esq.