

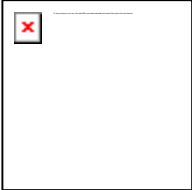
From: Committee on Rules 36GL <cor@guamlegislature.org>
Sent: Monday, October 24, 2022 11:42 AM
To: Clerks; Rennae Meno
Cc: Speaker Therese M. Terlaje
Subject: Messages and Communications for Doc. No. 36GL-22-2717*
Attachments: 36GL-22-2717.pdf

Håfa Adai Clerks,

Please see attached M&C Doc. No. 36GL-22-2717 for processing:

36GL-22-2717	Reporting Requirements for Boards and Commissions - October 2022*	Guam Ethics Commission
--------------	-------------------------------------------------------------------	------------------------

Si Yu'os Ma'åse',



COMMITTEE ON RULES

Vice Speaker Tina Rose Muña Barnes, Chairperson
36th Guam Legislature
I Mina'trentai Sais Na Liheslaturan Guåhan
Guam Congress Building | 163 Chalan Santo Papa Hågatña Guam 96910
Email: cor@guamlegislature.org

§
"Disclaimer: This message is intended only for the use of the individual or entity to which it is addressed and may contain information which is privileged, confidential, proprietary, or exempt from disclosure under applicable law. If you are not the intended recipient or the individual responsible for delivering the message to the intended recipient, you are strictly prohibited from disclosing, distributing, copying, or in any way using this message. If you have received this communication in error, please notify the sender and immediately delete any copies you may have received. Thank you."

----- Forwarded message -----

From: **Speaker Therese M. Terlaje** <speaker@guamlegislature.org>
Date: Mon, Oct 24, 2022 at 11:33 AM
Subject: Messages and Communications for 36GL-22-2717
To: Legislative Secretary Amanda Shelton <officeofsenatorshelton@guamlegislature.org>, Committee on Rules 36GL <cor@guamlegislature.org>

Håfa Adai,

Please see attached M&C Doc. No. 36GL-22-2717*

36GL-22-2717	Reporting Requirements for Boards and Commissions - October 2022*
--------------	-------------------------------------------------------------------

Si Yu'os Ma'åse',

Marie Cruz
Community Relations Liaison

Office of Speaker Therese M. Terlaje
Committee on Health, Land, Justice and Culture

I Mina'trentai Sais na Liheslaturan Guåhan
36th Guam Legislature
Guam Congress Building, 163 Chalan Santo Papa, Hagåtña, Guam 96910
T: (671) 472-3586 F: (671) 989-3590 Email: senatorterlajeguam@gmail.com
website: www.senatorterlaje.com

----- Forwarded message -----
From: **Reuben C. Bugarin** <Reuben.Bugarin@ethics.guam.gov>
Date: Mon, Oct 24, 2022 at 10:38 AM
Subject: Guam Ethics Commission Reporting Requirements for October 2022
To: Speaker Therese M. Terlaje <speaker@guamlegislature.org>, Jean S. Taitano <jean.taitano@guam.gov>
Cc: Ethics Info <Info@ethics.guam.gov>, Jesse Quenga <Jesse.Quenga@ethics.guam.gov>, Pamela D. Mabazza <Pamela.Mabazza@ethics.guam.gov>

Håfa Adai,

On behalf of the Guam Ethics Commission, I respectfully transmit the board packet for the Commission’s October meeting. If our office can provide anything further, please feel free to contact me. Thank you.

Best regards,
REUBEN C. BUGARIN
Ethics Program Coordinator
Guam Ethics Commission
Kumisión i Giniban Areklamenton Guåhan
134 W. Soledad Avenue, Suite 406 – BOH Bldg., Hagåtña Guam 96910
Tel: (671) 969-5625
Fax: (671) 969-5626
Website: <http://guamethics.com>

Confidentiality Notice: This e-mail message is for sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, distribution, or copying is prohibited. If you are not the intended recipient, please contact the sender by replying to this e-mail and destroy/delete all copies of this e-mail message.



Speaker Therese M. Terlaje <speaker@guamlegislature.org>

Guam Ethics Commission Reporting Requirements for October 2022

Reuben C. Bugarin <Reuben.Bugarin@ethics.guam.gov>

Mon, Oct 24, 2022 at 10:38 AM

To: "Speaker Therese M. Terlaje" <speaker@guamlegislature.org>, "Jean S. Taitano" <jean.taitano@guam.gov>

Cc: Ethics Info <Info@ethics.guam.gov>, Jesse Quenga <Jesse.Quenga@ethics.guam.gov>, "Pamela D. Mabazza" <Pamela.Mabazza@ethics.guam.gov>

Håfa Adai,

On behalf of the Guam Ethics Commission, I respectfully transmit the board packet for the Commission's October meeting. If our office can provide anything further, please feel free to contact me. Thank you.

DOC NO. 36GL-22-2717
OFFICE OF THE SPEAKER

Therese M. Terlaje

Date: 10/24/2022

Time: 10:38 a.m.

Received: *McCruz*

Best regards,

REUBEN C. BUGARIN

Ethics Program Coordinator

Guam Ethics Commission

Kumisión i Giniban Areklamenton Guåhan

134 W. Soledad Avenue, Suite 406 – BOH Bldg., Hagåtña Guam 96910

Tel: (671) 969-5625

Fax: (671) 969-5626

Website: <http://guamethics.com>

Confidentiality Notice: This e-mail message is for sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, distribution, or copying is prohibited. If you are not the intended recipient, please contact the sender by replying to this e-mail and destroy/delete all copies of this e-mail message.



Guam Ethics Commission Reporting Requirements for October 2022.pdf

676K

COMMITTEE ON RULES

RECEIVED:

October 24, 2022

11:33 A.M.

Frank El



GUAM ETHICS COMMISSION
Kumisión i Ginihan Areklamenton Guåhan
Government of Guam
134 W. Soledad Ave., BOH Bldg. Ste. 406
Tel: 671-969-5625 | Telefax: 671-969-5626

Transmitted Via Electronic Mail

October 24, 2022

Honorable Lourdes A. Leon Guerrero
Governor of Guam
Office of the Governor
513 W. Marine Corps Drive
Hagåtña, Guam 96910

Honorable Therese M. Terlaje
Speaker, 36th Guam Legislature
I Mina Trentai'sais Na Liheslaturan Guåhan
Guam Congress Building
163 Chalan Santo Papa
Hagåtña, Guam 96910

Re: Reporting Requirements for Boards and Commissions – October 2022

Håfa Adai Governor Leon Guerrero and Speaker Terlaje,

On behalf of the Guam Ethics Commission, respectfully transmitted herewith is the reporting requirements of 5 GCA Chapter 8 § 8113.1 regarding the Guam Ethics Commission's regular meeting held on October 21, 2022

If I can provide further assistance or clarification, please feel free to contact me through email at jesse.quenga@ethics.guam.gov.

Si Yu'os Ma'ase!

JESSE JOHN QUENGA, CM®
Executive Director

Enclosure: Guam Ethics Commission October 21, 2022 Meeting Packet



GUAM ETHICS COMMISSION

Kumision Dinisiplina I Guåhan

Government of Guam

134 W. Soledad Ave., BOH Bldg. Ste. 406

Tel: 671-969-5625 * Telefax: 671-969-5626

GUAM ETHICS COMMISSION MEETING PACKET

**October 21, 2022
12:30 PM**



GUAM ETHICS COMMISSION
Kumisión i Ginihan Areklamenton Guåhan

Regular Meeting
Friday, October 21, 2022
12:30 PM

AGENDA

COMMISSIONERS

Shannon J. Murphy
Chairwoman

Marilyn R. Borja
Vice-Chairwoman

Christopher A. Cruz

Robert S. Jack, MD

Daphne M. Leon Guerrero

Margaret E.R. Tyquiengco

COMMISSION STAFF

Jesse J. Quenga
Executive Director

Pamela D. Mabazza
Ethics Program Coordinator

Reuben C. Bugarin
Ethics Program Coordinator

I. Call to Order / Roll Call of Members

II. Approval of Minutes

- a. September 23, 2022 – Regular Meeting

III. Executive Director's Report

IV. Old Business

- a. Relative to the Approval of Proposed Memorandum of Agreement with UOG School of Business and Public Administration Regarding Ethics Training Facilitators.

V. New Business - none

VI. Announcements

VII. Adjournment

Guam Ethics Commission Board Meeting—Minutes

Date: September 23, 2022

Time: 12:36pm

Location: Via Zoom

I. Call to Order / Roll Call of Members

a. Members Present:

- Chairperson Shannon Murphy
- Vice-Chairperson Marilyn Borja
- Christopher Cruz, Commissioner
- Daphne Leon Guerrero, Commissioner (joined 1pm)
- Dr. Robert Jack, Commissioner
- Meg Tyquiengco, Commissioner

b. Staff Present:

- Jesse Quenga, Executive Director
- Pamela Mabazza, Ethics Program Coordinator
- Reuben Bugarin, Ethics Program Coordinator

c. Others present: Attorney Joseph McDonald, Legal Counsel Attorney Darleen Hiton, Prosecutorial Counsel

II. Approval of Minutes

September 23, 2022 – Regular Meeting

MOTION: Dr. R. Jack motions to approve minutes

Seconded by: C. Cruz

Discussion: None

Decision: Motion Carries

III. Executive Director's Report

Updates

a. Website & E-learning Portal

- The website's online learning portal will launch soon, it is in the final phase which is targeted to launch on October 01, 2022.

b. Ethics Training Workshops

The Commission continues to conduct ethics workshops weekly. Since the last report on August 21st, an additional 212 government officials have completed their training with the Commission.

c. FY 2023 Budget

- Governor Leon Guerrero signed Budget Bill, PL 36-107 into law. The Commission was appropriated \$355,275.00 from the General Funds for its operations, a 33% increase from last year's budget.

d. Hawaii State Commission

- ED Quenga met with Chief Executive Director Atty. Robert Harris of the Hawaii State Commission to discuss best practices and future projects/collaboration to form an Ethics Consortium in the Pacific.

IV. Old Business

Relative to the Approval of Proposed Memorandum of Agreement with UOG School of Business and Public Administration Regarding Ethics Training Facilitators.

V. New Business

- a. Review and Act on Resolution No. 2022-003, Relative to the Approval of Proposed Rules and Regulations Governing the Administration of the Guam Ethics Commission Relating to Standards of Conduct Under 4 GCA Chapter 15 as amended.

MOTION: C.Cruz motion to approve Resolution No. 2022-003

Seconded by: M. Tyquiengco

Discussion: None

Decision: Motion Carries

- b. Travel request – Council of Governmental Ethics Laws Annual Meeting: December 4 to December 7, 2022.

MOTION: M. Tyquiengco motion to approve travel

Seconded by: C. Cruz

Discussion: None

Decision: Motion Carries

VI. Closed Proceedings - 4 GCA 15 §15401

- a. ETH-22-004-UT-201
- b. ETH-22-005-COI-202
- c. ETH-22-012-COI-202
- d. ETH-22-013-COI-202
- e. ETH-22-019-CI-202
- f. ETH-22-020-OT-203
- g. ETH-22-021-CI-203

VII. Announcements - None

VIII. Adjournment

MOTION: M. Tyquiengco motion to adjourn at 1:55 pm

Seconded by: Dr. R. Jack

Discussion: None

Decision: Motion Carries



GUAM ETHICS COMMISSION

Kumisión i Ginihan Areklamenton Guåhan

EXECUTIVE DIRECTOR'S REPORT

Updates

- a. Website & E-learning Portal
 - The website's online learning portal is now live. We will continue to work with the development team in the back end to streamline report generation on users who complete the online training.
- b. Ethics Training Compliance Reports
 - The Commission sent letters to all department and agency heads reminding them of the looming deadline to submit their agency's Ethics Training Compliance Report. A total of 22 out of 61 agencies to date have submitted their reports. This year's deadline falls on October 31st. The office will follow up with agencies with pending reports to ensure compliance.
- c. Fiscal Year 2022 – Ethics Training Summary
 - From October 2021 to September 2022

	2021	2022	% Change
Total # of Workshops	2	45	2,250% ↑
Total # of Employees Trained	92	2,613	2,840% ↑
% of Government Officials Trained vs. Total Employee Count = 11,136	0.08%	25.00%	24.02% ↑

- d. Fiscal Year 2023 Budget
 - The office provided its allotment schedule to the Department of Administration prior to the deadline. A review of the AS400 confirms that the general fund appropriation to the Commission for Fiscal 2023 has been loaded completely. Funds will be used mostly to cover payroll and the cost of the office lease.

e. Account Balance Summary

BALANCE REMAINING					
Category	2021	2023	Revenue Account	ARPA	TOTAL
Salaries	\$ -	\$ 173,589.60	\$ 14,645.60	\$ -	\$ 188,235.20
Benefits	\$ -	\$ 63,056.73	\$ 5,315.48	\$ 312.25	\$ 68,684.46
Travel	\$ -	\$ 17,242.00	\$ -	\$ -	\$ 17,242.00
Contractual	\$ 71.92	\$ 30,612.48	\$ -	\$ -	\$ 30,684.40
Rent	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 1,057.68	\$ 1,000.00	\$ -	\$ 8,631.50	\$ 10,689.18
Equipment	\$ 19.09	\$ -	\$ -	\$ 38.88	\$ 57.97
Drug Testing	\$ 40.00	\$ -	\$ -	\$ -	\$ 40.00
Misc.	\$ 607.46	\$ 416.00	\$ 48,236.04	\$ -	\$ 49,259.50
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 1,796.15	\$ 285,916.81	\$ 68,197.12	\$ 8,982.63	\$ 364,892.71

*Funds do not reflect additional \$49,600 collected, but not yet loaded into the revenue fund.

MEMORANDUM OF AGREEMENT
Between
GUAM ETHICS COMMISSION
And
UNIVERSITY OF GUAM SCHOOL OF BUSINESS AND
PUBLIC ADMINISTRATION

The Guam Ethics Commission (**GETHC**), whose address is 134 West Soledad Avenue, Suite 406, Bank of Hawaii Building, Hagatna, Guam, 96910, and the University of Guam School of Business and Public Administration (**UOG-SBPA**), whose address is 303 University Drive, UOG Station, Mangilao Guam 96913, hereby enter into this Memorandum of Agreement (MOA; or Agreement) for the purposes described below effective upon the approval of the **GETHC**.

WITNESSETH

WHEREAS, Public Law, 36-25, tasks the **GETHC** to play a central role in holding elected and appointed government officials and government employees accountable to ethical standards, and to conduct training for all government of Guam employees through the Ethics in Government Program; and

WHEREAS, the University of Guam is a U.S. accredited, regional land-grant institution especially focused on serving the communities of Guam, Micronesia, and the neighboring regions of the Pacific and Asia.

WHEREAS, The **UOG-SBPA** has developed and conducted ethics training in compliance with the standards articulated in Public Law 36-25 and has established the PALS Good Governance and Leadership Network to support the **GETHC** by developing materials and conducting training for Government of Guam classified employees, appointed personnel, elected officials, and other entities as required by Government of Guam Ethics Laws.

WHEREAS, Public Law 36-25 has designated the **GETHC** as the lead organization responsible for the delivery of the Ethics in Government program for both elected and appointed officials as well as all government of Guam employees; and

WHEREAS, **GETHC** has engaged **UOG-SBPA** conduct ethics training in accordance with PL 36-25 for all government of Guam employees.

WHEREAS, GETHC has identified that **UOG-SBPA** through its Good Governance and Leadership Network has the required expertise and experience to conduct ethics training in accordance with Public Law 36-25

WHEREAS, GETHC and **UOG-SBPA** desire to officially enter into this memorandum of agreement for **UOG-SBPA** to conduct ethics training.

WHEREAS, this MOA shall enumerate the process through which **GETHC** and **UOG-SBPA** shall provide collaboration in relation to conducting training for the Ethics in Government Program; and

WHEREAS, a determination has been made by **GETHC** that this MOA is necessary to fulfill its statutory mandates for government employees and officials ethics trainings;

NOW, THEREFORE, the GETHC and UOG-SBPA in consideration of the mutual covenants hereinafter set forth, agree as follow:

I. UOG-SBPA AGREES TO PROVIDE THE FOLLOWING:

a. UOG-SBPA shall provide and conduct 4-hour general course ethics course training that complies with the requirements of 5 GCA Chapter 15 Section 15410, as amended by PL 36-25, and which shall include the following topics:

- i. Guam statutes concerning ethics
- ii. Guam statutes concerning lobbying
- iii. Guam procurement laws and regulations
- iv. Guam contracting laws and regulations
- v. Parliamentary procedure
- vi. Fiduciary responsibility
- vii. Personnel policy
- viii. Government finance
- ix. Open Government Law and Sunshine reform act of 1999
- x. Group participation in discussing, analyzing, and solving general ethics-related dilemmas;

b. UOG-SBPA shall conduct a total of 30 trainings from October 1, 2022 through September 30, 2023 as specified below:

- i. Conduct twenty-six (26) 4-hour in-person / hybrid trainings every other week starting October 1, 2022;
- ii. Conduct an additional four (4) 4-hour trainings as needed

c. UOG-SBPA shall conduct a Two (2) Day Conference as specified below:

- i. One (1) instructor from UOG-SBPA shall teach each of the ten (10) topics iterated in I.a of this agreement. Each instructor will prepare and conduct workshops on their assigned topic during the two-day conference.
 - ii. UOG-SBPA shall provide all records and documents associated with training and training completion including presentations to **GETHC** to be shared with registered participants.
- d. UOG-SBPA shall provide adjusted schedules and training due to delays in the signatory process if the MOA is not approved before the first day of training on October 01, 2022. UOG-SBPA shall provide an adjusted payment schedule in III.b to reflect a reduction in training and associated costs, if needed.
- e. UOG-SBPA shall provide additional instructors to the Good Governance Leadership Network and ensure that all instructors meet the qualifications to conduct training.
- f. UOG-SBPA shall provide authorize use of SBPA facilities for in-person workshops at no additional cost, other than the compensation stated in this agreement.
- g. UOG-SBPA shall provide invoices timely at the conclusion of each workshop to ensure timely compensation of instructors.
- h. UOG-SBPA shall provide a list of a primary and alternative instructor for each workshop. In the event the primary instructor is unable to conduct their scheduled workshop, **UOG-SBPA** shall ensure the alternate instructor with appropriate qualifications attends and that all scheduled workshops are conducted as scheduled. **UOG-SBPA** shall notify **GETHC** of any change to the scheduling within a reasonable time.
- i. UOG-SBPA shall meet periodically with **GETHC** officials to discuss participant feedback to address any area of improvement for instructors as shared by participants.
- j. UOG-SBPA instructors who conduct training under this Agreement shall be considered staff of the GETHC for the purposes of 4 GCA §15408.

II. THE GETHC AGREES TO PROVIDE THE FOLLOWING: GETHC

shall do the following to assist the **UOG-SBPA** in performing the services pursuant to this MOA:

- a. Coordinate all logistics, communications between and among agencies and participants, and **UOG-SBPA**
- b. Coordinate and secure participants for trainings
- c. Provide regular communication and guidance on changes, adjustments, or amendments to training schedules, as needed.
- d. Provide assessment of instructors/trainers.
- e. Receive reimbursement of costs for training from agencies that employ the official or employee.

f. Provide compensation of Twelve Thousand Dollars and Zero Cents (\$12,000) to **UOG-SBPA**, Good Governance and Leadership Network to conduct thirty (30) 4-hour trainings commencing October 01, 2022 through September 30, 2023 as detailed in Section I. Compensation for each 4-hour training is One Hundred Dollars and Zero Cents per hour.

g. Provide compensation of Ten Thousand Dollars and Zero Cents (\$10,000) to **UOG-SBPA**, Good Governance and Leadership Network to conduct a Two (2) Day Conference training as detailed in Section I. Compensation for the Two (2) Day Conference training is One Thousand Dollars and Zero Cents per instructor.

h. Agrees to ensure that payments are processed on a timely basis (i.e. within thirty calendar days upon receipt of request for payment, subject to the availability of funds) to pay for costs based on invoices received from UOG-SBPA for work as specified in Section I of this agreement.

III. COMPENSATION

I. To facilitate the need for trainings, **GETHC** has allocated funding for **UOG- SBPA** for the costs of professional services to conduct ethics training. The **GETHC** shall compensate **UOG-SBPA** upon the submission of invoice and the acceptance of services performed pursuant to Section I of this Agreement.

a. The amount due to **UOG-SBPA** in Section II.e of this agreement shall be paid as invoiced by **UOG-SBPA**. The payment installments are as follow:

- i. Payment in the amount of \$400.00 be invoiced after completion of every training.
- ii. Payment in the amount of \$10,000.00 be invoiced after the Two (2) Day Conference.

b. **UOG-SBPA** shall submit its request for payment in the form of certified invoices to **GETHC**; The **GETHC** shall be responsible for and take reasonable steps to facilitate prompt payment within thirty (30) days following receipt of invoice or request for payment.

c. **GETHC** shall compensate the **UOG-SBPA** for expenditures associated with the work prescribed under this MOA.

d. The **UOG-SBPA** shall ensure that funds received are utilized solely for training in Section I of this agreement. Any costs outside the parameters of this MOA shall not be authorized unless written prior approval is obtained from both **UOG- SBPA** and **GETHC**.

IV. TERMS OF AGREEMENT. Subject to Section XI, the term of this Agreement shall be from the date of the execution of this Agreement to the end of the project, but no later than September 30, 2023. No payment shall be made by the **GETHC** for expenses incurred by **UOG-SBPA** during the term of this Agreement until such time the designated signatory for **GETHC** affixes his or her signature effectuating this Agreement as outlined in Section XI of this Agreement.

V. **AMENDMENTS.** Any changes to the Memorandum of Agreement shall be by mutual agreement of all parties under this agreement and shall be in writing. If such changes cause an increase or decrease in the costs of doing the work under this Agreement, or in the time required for this performance, a mutually agreeable adjustment shall be made and the Agreement shall be modified in writing accordingly

VI. **GENERAL COMPLIANCE WITH LAWS:** The parties shall be required to comply with all Federal and Guam laws and regulations applicable to the work.

VII. **EMPLOYMENT PROHIBITION:** The service provider warrants that no person in its employment who has been convicted of a sex offense under the provisions of 9 GCA Chapter 25 or of an offense defined in 9 GCA Chapter 28, Article 2, or who has been

convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of the service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken

VIII. **ACCESS TO RECORDS AND OTHER REVIEW:** UOG-SBPA shall maintain all data and records pertaining to this Agreement and make such materials available at their respective offices at reasonable times during the agreement period and for three (3) years from the date of the final payment. In addition, UOG-SBPA will provide such information, upon request by the GETHC.

IX. **OWNERSHIP OF DOCUMENTS.** The Agreement herein provides compensation for the delivery of trainings; all documents and materials used for trainings are owned by the instructors. Any and all materials shall be used for the sole purposes to conduct trainings, the GETHC shall not reproduce, sell, convey or otherwise use materials for any purpose outside of this Agreement. UOG-SBPA, along with the developers of the materials, retain all rights to all training materials and documents and use in all forms and

manner. This agreement shall not limit nor prohibit UOG-SBPA to use materials and conduct training for any other organizations, non-profit, private, government entities or otherwise. **UOG-SBPA** warrants that the training materials satisfies the requirements of 4 GCA §15410.

X. INDEMNITY. All parties agree to save and hold harmless each organization, its officers, agents, representatives, successors, and assigns from any and all suits or actions of every nature and kind, with may be brought

XI. NOTIFICATION OF CLAIMS. **UOG-SBPA** will, within thirty (30) days after any claim accrues arising out of or in connection with this Agreement provide herein, give written notice to the **GETHC** and its Attorney of such claim, setting forth in detail all the facts relating thereto and the basis for such claim; and will not institute any suit or action against the Government in any court or tribunal in any jurisdiction based on any such claim later than one (1) year after such filing. Any action or suit on any claim shall not include any item or matter not specifically mentioned in the proof of claim above specified. It is agreed that if such action or suit is instituted, proof by **UOG-SBPA** of its compliance with provisions of this paragraph does not constitute a waiver of any applicable statutes of limitation.

XII. TERMINATION. Either of the parties hereto, may, by written notice to the other, terminate this MOA in whole or in part at any time, either for convenience or default. If the MOA is terminated by **UOG-SBPA**, or by **GETHC** for cause, prior to its completion, **UOG-SBPA** shall reimburse **GETHC** for any unexpended expenses or fees associated with this MOA and **GETHC** may retain as a set off for such expenses or fees any funds owed by **UOG-SBPA** in **GETHC**'s possession. **UOG-SBPA** will however, be paid the reasonable value for services performed that are acceptable to **GETHC**.

XIII. ARBITRATION. **UOG-SBPA** agree that any dispute or controversy arising from or related to the MOA shall be submitted to binding arbitration to be conducted by an arbitrator or panel of arbitrators provided that first, **UOG-SBPA** and **GETHC** shall attempt to resolve the issue or dispute through discussion held in good faith. Any such arbitrations shall be conducted in Guam. Either party to this MOA may initiate the arbitration by notice in writing to the other party setting forth the nature of the dispute or controversy, the amount involved, if any, and the remedy sought. The arbitrator or panel of arbitrators shall be appointed promptly upon written application of the initiating party and shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Depositions may be taken and other discoveries obtained in any arbitration under this MOA. The arbitrator or panel of arbitrators hereunder shall conduct the arbitration pursuant to the Commercial Association Rules of the American Arbitration Association then in effect, except as such rules may be modified for the purpose of the arbitration proceeding by mutual agreement of the parties to this agreement. The award of the arbitrator or panel of arbitrators shall be final and binding upon the parties hereto and judgment thereon may be entered in any court having jurisdiction. All statutes of limitation which would not otherwise be applicable shall apply to any arbitration proceeding

hereunder. The provisions of this section shall survive any termination of this MOA. The arbitrator or panel of arbitrators shall award reasonable attorneys' fees and costs to the prevailing party.

XIV. GOVERNING LAW. The validity of this MOA and of any of its terms or provisions as well as the rights and duties of the parties to this MOA, shall be governed by the laws of Guam, whether in arbitration or in any court of competent jurisdiction.

XV. COMPLIANCE WITH LAWS. UOG-SBPA including its agents, employees, and contractors shall comply with all applicable laws of the United States and the Territory of Guam applicable to the work, which is the subject of this MOA.

XVI. SEVERABILITY. 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.

XVII. EFFECTIVE DATE OF AGREEMENT: This Agreement shall take effect upon the date it is signed by the GETHC Executive Director and the date of this Agreement shall be the date upon which the Executive Director affixes her signature and extends through September 30, 2023 or unless agreed upon by all parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates indicated by their respective names.

UNIVERSITY OF GUAM:

GUAM ETHICS COMMISSION

DR. THOMAS W. KRISE

Date
President

SHANNON J. MURPHY

Date
Chairperson

DR ANITA BORJA ENRIQUEZ

Date
Senior Vice President and Provost

JESSE QUENGA

Date
Executive Director

DR. FRED R. SCHUMANN

Date

Dean School of Business and Public
Administration

APPROVED AS TO FORM:

APPROVED AS TO FORM:

ANTHONY R. CAMACHO, Esq.

Date

General Counsel

JOSEPH B. McDONALD, Esq.

Date

Legal Counsel

DRAFT