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Messages and Communications for Doc. No. 36GL-21-1313*

1 message

Committee on Rules 36GL <cor@guamlegislature.org>
To: Clerks <clerks@guamlegislature.org>, Rennae Meno <rennae@guamlegislature.org>
Cc: "Speaker Therese M. Terlaje" <speaker@guamlegislature.org>

Fri, Nov 5, 2021 at 12:39 PM

Håfa Adai Clerks,

Please see attached M&C Doc. No. 36GL-21-1313 for processing:

Table with 3 columns: 36GL-21-1313, Reporting Requirements for Boards and Commissions - November 2021*, Guam Ethics Commission

Si Yu'os Ma'åse',



COMMITTEE ON RULES

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

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

From: Speaker Therese M. Terlaje <speaker@guamlegislature.org>
Date: Thu, Nov 4, 2021 at 4:59 PM
Subject: Messages and Communications for 36GL-21-1313
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-21-1313.

Table with 3 columns: 36GL-21-1313, Reporting Requirements for Boards and Commissions - November 2021*, Guam Ethics Commission

Si Yu'os Ma'åse',

Maria Abante
Legislative Assistant

Office of Speaker Therese M. Terlaje

Committee on Health, Land, Justice and Culture
I Mina'trentai Sais na Liheslaturan Guåhan
36th Guam Legislature
Office Location: Ada Plaza Center, Suite 207, 173 Aspinall Avenue, Hagåtña, Guam 96910
Address: Guam Congress Building, 163 Chalan Santo Papa, Hagåtña, Guam 96910
T: (671) 472-3586 F: (671) 989-3590 Email: speaker@guamlegislature.org
website: www.senatorterlaje.com

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

From: Jesse Quenga <Jesse.Quenga@ethics.guam.gov>
Date: Thu, Nov 4, 2021 at 4:02 PM
Subject: Guam Ethics Commission Reporting Requirement: November 2021
To: "Speaker Therese M. Terlaje" <speaker@guamlegislature.org>
Cc: shannonjm@gmail.com <shannonjm@gmail.com>, ethics@dma.guam.gov <ethics@dma.guam.gov>

Håfa Adai Madam Speaker,

On behalf of the Guam Ethics Commission, I respectfully transmit the board packet for the Commission's November meeting. If our office can provide anything further, please do not hesitate to contact me. Thank you.

Best regards,

JESSE J. QUENGA, CM®

Executive Director

Guam Ethics Commission


11/5/21, 1:16 PM

Guam Legislature Mail - Messages and Communications for Doc. No. 36GL-21-1313*

Tel: (671) 969-5625

Fax: (671) 969-5626

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 **36GL-21-1313.pdf**
796K



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

Guam Ethics Commission Reporting Requirement: November 2021

Jesse Quenga <Jesse.Quenga@ethics.guam.gov>

Thu, Nov 4, 2021 at 4:02 PM

To: "Speaker Therese M. Terlaje" <speaker@guamlegislature.org>

Cc: "shannonjm@gmail.com" <shannonjm@gmail.com>, "ethics@dma.guam.gov" <ethics@dma.guam.gov>

Håfa Adai Madam Speaker,

On behalf of the Guam Ethics Commission, I respectfully transmit the board packet for the Commission's November meeting. If our office can provide anything further, please do not hesitate to contact me. Thank you.

Best regards,

JESSE J. QUENGA, CM[®]

Executive Director

Guam Ethics Commission

Tel: (671) 969-5625

Fax: (671) 969-5626


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 **Guam Ethics Commission Reporting Requirements 11.2021 - 36th GL.pdf**
606K

36GL-21-1313
OFFICE OF THE SPEAKER
THERESE M. TERLAJE

-11-04 2021

Time: 4:02 pm

Received 

COMMITTEE ON RULES

RECEIVED:

November 4, 2021

4:59 P.M.





GUAM ETHICS COMMISSION

Kumision Dinisiplina I Guåhan

Transmitted Via Electronic Mail

November 4, 2021

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

Re: Reporting Requirements for Boards and Commissions – November 2021

Håfa Adai Madam Speaker,

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 November 4, 2021.

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 November 4, 2021 Meeting Packet

Cc: Shannon J. Murphy, Chairwoman – Guam Ethics Commission



GUAM ETHICS COMMISSION

Kumision Dinisiplina I Guåhan

Regular Meeting
Thursday, November 4, 2021
12:30 p.m.
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

- I. Call to Order / Roll Call of Members**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. September 27, 2021 – Regular Meeting
- IV. Reports**
- V. Old Business**
 - A. Ethics Complaint Policy Updates
 - B. Ethics in Government Program
- VI. New Business**
- VII. Announcements**
- VIII. Executive Session**
- IX. Adjournment**

Guam Ethics Commission Board Meeting—Minutes

Date: September 27, 2021

Time: 12:35 pm.

Location: Zoom Meeting

I. Call to Order / Roll Call of Members

- a. Commissioners Present: Chairperson Shannon Murphy, Vice-Chairperson Marilyn Borja, Christopher Cruz, Meg Tyquiengco, Daphne Leon Guerrero, Dr. Robert Jack
- b. Staff: Jesse Quenga, Executive Director, Pamela Mabazza, Program Coordinator
- c. Others present: Mary Nolte and members in the community

II. Approval of Agenda

MOTION: M. Tyquiengco moved to approve agenda

Seconded by: R. Jack

Discussion: None

Decision: Motion Carries

III. Approval of Minutes

August 30, 2021 – Regular Meeting

MOTION: M. Borja moved to approve the minutes of August 30, 2021.

Seconded by: D. Leon Guerrero

Discussion: None

Decision: Motion Carries

IV. Reports

Executive Director

Procurement Updates

- a. Website & E-learning Portal
 - Staff continue to work with the vendor to establish an agency website. Second round edits are currently being conducted and a full update on the anticipated launch date will be provided at the next board meeting.
- b. Procurement Training
 - Staff completed Module 5 and are on schedule to begin Module 3 today which is expected to conclude by October 18th.
- c. Office Furniture
 - Staff continues to move forward with procuring workstations for the office. A purchase order will be issued following the review of responsive proposals.

- d. Ethics in Government Program Facilitator RFQ
- A Request for Quotation was issued to Guam Daily Post and the Government Notices Website to solicit persons or firms interested in providing professional services in conducting the Ethics in Gov't training. Two proposals were received and are currently under review.

Chairperson Murphy inquired who are the interested vendors for the Ethics Training, ED Quenga stated that UOG and Atty. Vince Camacho has submitted a response to the RFQ; both have shown evidence of experience and competency in conducting the Ethics Training. ED Quenga also stated that there is a price difference for both parties, whoever the Commission chooses for the lowest price bidder, an MOU will need to be drafted and consulted with the AG's office for execution.

Commissioner Tyquiengco asked on the RFQ if there are quality controls in place to ensure proper instruction, for example sitting in during Ethics Training to see how instructors deliver content. ED Quenga responded that proper evaluation mechanisms can be discussed with the vendor prior to awarding of contract to ensure quality type instruction.

- e. Ethics in Gov't Training
- The 2nd Ethics in Gov't Training was conducted by Atty. Vince Camacho on September 24th for GPA staff and Commissioner Leon Guerrero. Based on the evaluations, it was a successful event.

Chairperson Murphy asked how did the office secure a trainer and how did the agencies pay. ED replied that a solicitation for quotation based on 4 professional hours was made and was selected based on price. A purchase order was then issued. In regards to payment with agencies, the staff works with DOA to establish a vendor account and transfer those payments to the Gov't Ethics Fund.

Fiscal Year 2022 Budget Appropriation / Establishment of Accounts

- a. The budget act FY'22 in Public Law 36-54 appropriated \$267,019 to the Guam Ethics Commission and is authorized to expend revenue funds available under the Government Ethics Fund. Furthermore, PL 36-54 allowed a continuing appropriation for any unexpended funds in Fiscal 2021. The office has prepared and submitted the necessary Establishment of Account and allotment schedule forms to the Department of Administration.

V. Old Business

A. Policy No. 2021-003: Ethics Complaint Procedures

Discussion to be table under New Business.

B. Ethics in Government Program

- a. Fiscal Year 2022 Budget Appropriations left the Commission with unfunded obligations including legal counsel, staff recruitment, supplies & equipment, etc. In order to sustain operations, ED Quenga presented to the Commissioners

Resolution No. 2021-002, *relative to establishing the training fee for the Ethics in Gov't program mandated by Title 4 Guam Code Annotated Chapter 15.*

A motion to adopt Resolution No. 2021-02 was made by Commissioner Cruz and Seconded by Commissioner Tyquiengco. Motion was approved unanimously, Commissioners to revisit the Resolution 3 months after the Ethics Training Compliance Report has been reviewed. This will give the Commissioners an accurate count of GovGuam Employees needing to take the Ethics Training and revise the fee if needed.

- b. University of Guam-School of Business & Public Administration (UOG-SBPA) and University of Guam Office of Information Technology (UOG-OIT) UOG-SBPA & UOG-OIT has submitted a draft MOA to develop the Ethics training materials and the E-learning Portal for the Commission. The draft is being reviewed by the ED; he will continue to dialogue with UOG to iron out concerns about proprietary ownership and terms of agreement. Further updates will be discussed at the next board meeting.

VI. New Business

Legal Counsel

After the RFQ was awarded for legal services, the Office of the Attorney of the General gave an informal opinion that the Guam Ethics Commission statute was ambiguous to authorize procurement of legal services. In this regard, ED Quenga proposed to adopt Resolution No. 2021-003 – *Relative to affirming the Commission's desire to retain legal counsel independent from the office of the Attorney General and further requesting the Guam Legislature introduce a measure authorizing the Commission to do so.*

Commissioner Cruz moved to adopt Resolution No. 2021-03, Seconded by Commissioner Tyquiengco. The motion was unanimously approved subject to technical and grammatical corrections.

VII. Announcements

- Commissioner Cruz formally announced that he left his previous employer and is now working for Bank of Guam.
- ED Quenga announced that staff is communicating with all GovGuam agency heads to discuss the training mandate & Ethics Training Compliance Report pursuant to Public Law 36-25. He also shared Atty. McDonald's final work to the Commission was to give the body some sense of direction in handling Ethics Complaints; he, however, expressly stated to keep it confidential as it is attorney-client privilege information.
- ED Quenga formally requested approval for leave from October 19th to the 22nd to attend a learning podcast hosted by the Dept. of Interior. A motion to approve was made by Commissioner Cruz and second by Commissioner Leon Guerrero, there was no opposition and all was in favor.
- Job Announcement for Program Coordinator is still active. Only 2 applicants have stated interest in the position. ED will keep the job announcement open to accept more applications.

VIII. Executive Session - None

IX. Adjournment

MOTION: M. Tyquiengco moved to adjourn the meeting at 1:39pm.

Seconded by: M. Borja
Discussion: None
Decision: Motion Carries



GUAM ETHICS COMMISSION

Kumision Dinisiplina I Guåhan

EXECUTIVE DIRECTOR'S REPORT

Updates

- a. Website & E-learning Portal
 - Web developer continues to build webpage following round 2 feedback provided by the staff. Meanwhile, staff met with officials from Office of Technology to discuss migration of completed website into the GovGuam domain. OTECH is prepared to assist with that process when the website is ready to be launched.
- b. Procurement Training
 - Staff passed Module 3 on October 18th and to date have completed four (4) out of five (5) procurement modules. In accordance with 5 GCA §5141(n) the Guam Ethics Commission submitted their Procurement Training Compliance Report to the Office of the Public Auditor. We continue to await news from GCC on the availability of the final procurement module to fulfill the training mandate for public officials.
- c. Lease Agreement
 - The team continues to move forward discussing the with GCIC Management and GSA officials on the Commission's lease issues. A new IFB is expected to be prepared and issued in several weeks.
- d. Legal Counsel
 - Following the Commission's adoption of Resolution 2021-003, Sen. Joe San Agustin introduced Bill No. 205-36 (LS) which would authorize the Commission to hire its own legal counsel. The bill was publicly heard on October 11th and received support from Senators present. The committee report is posted online and the bill is ready to be placed on Session agenda. Our office continues to monitor the progress of the bill and hope it will be discussed during the Legislature's November session.
- e. Ethics Training Compliance Report
 - Pursuant to Public Law 36-25, all government of Guam entities inclusive of the Judiciary of Guam and the Guam Legislature are to prepare a report to the Guam Ethics Commission. The first of this kind of report was due 30 days after the end of the Fiscal Year.
- f. Ethics Training Workshops
 - Since the last Commission meeting, the office successfully conducted two additional workshops certifying an additional 130 GovGuam officials. There are three (3) additional workshops planned for the remainder of the year and all three have reached max enrollment. Additional workshops will be created when instructors become available.

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

The Guam Ethics Commission (GETHC) and the University of Guam School of Business and Public Administration (UOG-SBPA) enter into this Memorandum of Agreement (MOA) for the purposes described below effective upon the approval of the Chairperson of the GETHC.

The **GUAM ETHICS COMMISSION** who address is 414 West Soledad Avenue, Hagåtña Guam 96910; hereinafter called "**GETHC**", and **UNIVERSITY OF GUAM SCHOOL OF BUSINESS AND PUBLIC ADMINISTRATION**, whose address is 303 University Drive, UOG Station, Mangilao Guam 96913; hereinafter called "**UOG-SBPA**"

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 PL 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 PL 36-25

WHEREAS, GETHC and UOG-SBPA desire to officially enter into a formal agreement for UOG-SBPA to conduct ethics trainings.

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

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 in accordance with 5 GCA Chapter 15 Section 15410, as amended by PL 36- to 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;

B. Conduct a total of 55 trainings from November 12, 2021 through September 30, 2022 as specified below:

- i. November 12, 2021 through May 27, 2021 conduct twenty-eight (28) 4-hour trainings once a week;
- ii. June 01 - August 10, 2022 conduct fifteen (15) 4-hour trainings twice a week
- iii. August 15, 2022 - September 30, 2022 conduct seven (7) 4-hour trainings once a week
- iv. Conduct five (5) 4-hour trainings subject to the availability of the instructors

C. Provide all records and documents associated with training and training completion including presentations to GETHC to be share with registered participants.

D. Provide adjusted schedules and trainings due to delays in the signatory process if the MOA is not approved before the first day of training on November 12, 2021.

E. Provide additional instructors to the Good Governance Leadership Network and ensure that all instructors meet the qualifications to conduct trainings.

F. Authorize use of SBPA facilities for workshops in accordance with UOG-COOP, UOG Presidential Guidance, or other administrative memo/guidance.

G. Meet periodically with GETHC officials to discuss participant feedback to address any area of improvement for instructors as shared by participants.

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 all participants for trainings
- C. Provide regular communication and guidance on changes, adjustments, or amendments to training schedules, as needed.
- D. Provide assessment of trainers;
- E. Provide compensation of Twenty Two Thousand Dollars and Zero Cents (\$22,000) to UOG-SBPA, Good Governance and Leadership Network to conduct fifty-five (55) 4-hour trainings commencing November 12, 2021 through September 30, 2022 as detailed in Section I. Compensation for 4-hour trainings is One Hundred Dollars and Zero Cents (\$100.00) per hour.
- F. Agrees to ensure that payments are processed on a timely basis (i.e. within thirty calendar days upon receipt of request for payment) to pay for all associated costs based on invoices received for work as specified in Section I of this agreement.

III. COMPENSATION

- A. The **GETHC** has allocated funding for UOG-SBPA for the costs of professional services to conduct ethics trainings. The **GETHC** will compensate **UOG-SBPA** for work performed pursuant to Section I. The **GETHC** shall compensate **UOG-SBPA** upon the submission of invoice and the acceptance of services performed pursuant to Section I of this Agreement.
- B. The amount due to **UOG-SBPA** in Section II.E of this agreement shall be paid in six installments as invoiced by UOG-SBPA. The payment installments are as follow:
 - 1. 1st payment in the amount of \$3,600.00 to be invoiced within 3 days for completion of (nine) 9 trainings;
 - 2. 2nd payment in the amount of \$3,600.00 to be invoiced within three business days of completion of (nine) 9 training;
 - 3. 3rd payment in the amount of \$3,600.00 to be invoiced within three days of completion of (nine) 9 trainings;
 - 4. 4th payment in the amount of \$3,600.00 to be invoiced within three business days of completion of (nine) 9 trainings;
 - 5. 5th payment in the amount of \$3,600.00 to be invoiced within three business days of completion of (nine) 9 trainings;
 - 6. 6th payment in the amount of \$4,000.00 be invoiced within three business days of completion of (ten) 10 trainings.
- C. **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/request for payment.
- D. **GETHC** shall compensate the UOG-SBPA for expenditures associated with the work prescribed under this MOA.

E. The **UOG-SBPA** shall ensure that funds received are utilized solely trainings 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 GETHC.

IV. TERMS OF AGREEMENT. Subject to Section XI, the term of this Agreement shall be from the date of the Commission Chairperson's signature to the end of the project, but no later than September 30, 2022. No payment shall be made by the **GETHC** for expenses incurred by **UOG-SBPA** during the term of this Agreement until such time the GETHC Chairperson affixes 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: Grantee, subgrantee, and contractors shall be required to comply with all Federal and Guam laws and regulations applicable to the work. Grantee, subgrantee, and contractors shall attach a copy of its business license or a statement of exemption pursuant to Section 16024 of the Government Code

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 of 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.

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**, **UOG** in **GETHC**'s possession. **UOG-SBP** 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 discovery 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** Chairperson and the date of this Agreement shall be the date upon which the Chairperson affixes her signature and extends through September 30, 2022 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 JOHN QUENGA

Date
Executive Director

DR. ANNETTE T. SANTOS

Date
Dean School of Business and Public
Administration

APPROVED AS TO FORM:

ANTHONY R. CAMACHO, ESQ.

Date

General Counsel

DRAFT