

**INDEPENDENT CONTRACTOR AGREEMENT**  
***I MINA' TRENTAI OCHO NA LIHESLATURAN GUAHAN***

This Independent Contractor Agreement ("Agreement"), effective 1 June, 2025, is entered into by and between *Liheslaturan Guahan* whose mailing address is 163 W. Santo Papa, Hagåtña, Guam 96910, and Debra T. Cabrera ("Contractor"), whose mailing address is P.O. Box 21152, Barrigada, Guam 96921, (hereafter collectively referred to as the "Parties").

**RECITALS**

**WHEREAS**, it is the intention of the Parties that Contractor provide services to the member, under the direction of Vice Speaker Vicente Anthony Borja Ada ("Member"), and *I Liheslaturan Guahan* shall pay for said services from the Member's budget;

**WHEREAS**, it is the intention of the Parties that Contractor be deemed an independent contractor, not an employee and, therefore, *not* entitled to any benefits otherwise available to employees of the government of Guam; and,

**WHEREAS**, it is the intention of the Parties that Contractor not be entitled to payment for any services rendered until such time as all signatures are affixed to this Agreement.

**NOW, THEREFORE**, the Parties agree to the terms and conditions as set forth below.

**TERMS AND CONDITIONS**

- 1.0. **Specified Deliverables.** In consideration for the amount and payment terms specified below, Contractor *shall* provide the following specialized services to the Member:
- (i) To conduct research and provide supporting literature, or draft proposed legislation in concept or full written form which will benefit, protect, improve and promote the favorable quality of life for local residents and improved services of the government.
  - (ii) To conduct research and draft proposals for measures relative to Legislative Rules: Land, Environment, Housing, Agriculture, Parks, and Infrastructure; Committee on Finance and Government Operations; Public Safety, Emergency Management, and Guam National Guard; Education, Libraries, and Public Broadcasting; Health and Veterans Affairs; Child Welfare, Youth Affairs, Senior Citizens, Women's Affairs, Disability Services, the Arts, Culture, Historic Preservation, and Hagåtña Restoration.
  - (iii) Contractor brings extensive experiences in scholarly research, program review, grantsmanship administration and evaluation, and education policy, leadership, curriculum and instruction, needed to inform policy development, and decision making.

(iv) Contractor shall regularly report to the Member regarding the status of findings related to items i, ii, iii, and iv.

2.0. **Payment Terms.** *I Liheslaturan Guåhan* shall pay Contractor the total amount of **Nine Thousand dollars and 00/100 (\$9,000)** for the specialized services identified in Paragraph 1.0 above, in equal monthly installment amounts of Two Thousand Two Hundred Fifty and 00/100 (\$2,250). Payments *shall* commence on said basis after the effective date of this Agreement. Contractor *shall not* be paid before the commensurate value of services is rendered.

2.1 **Availability of Funds.** This Agreement is expressly subject to the availability of funds of *I Liheslaturan Guåhan*.

3.0. **Contract Period.** This Agreement is effective June 01, 2025, and shall remain in effect through September 30, 2025, unless otherwise earlier terminated in accordance with this Agreement.

4.0. **Representations and Warranties.**

4.1. **Capacity.** Contractor represents and warrants that it has the legal capacity to enter into this Agreement.

4.2. **Licensure.** Contractor represents and warrants that it holds and will continuously maintain any and all licenses and permits necessary to perform its obligations under this Agreement for the duration of this Agreement, and will comply with all Guam laws pertinent to such licenses and permits.

4.3. **Lobbyist Status.** Contractor represents and warrants that it is not a legislative lobbyist.

4.4. **Contractor's Agents.** Contractor shall be liable for any and all of its agent's acts and omissions under this Agreement.

5.0. **Covenants.**

5.1 **Covenant not to Sue; Conflicts of Interest.** Contractor covenants not to bring, file, or maintain any claim, grievance, suit, or legal action or proceeding of any nature whatsoever where the Committee on Rules, by Rules Resolution, deems its representation to be contrary to the interest of *I Liheslaturan Guåhan*, or to constitute a conflict of interest in any administrative or judicial proceeding, or in any case or legal matter whatsoever. If the Committee on Rules makes such a determination, *I Liheslaturan Guåhan* shall transmit a copy of the resolution to Contractor. Unless *I Liheslaturan Guåhan* and Contractor otherwise agree to continued representation, Contractor covenants to take necessary steps to withdraw from representation of

the adverse interest against *I Liheslaturan Guåhan* within fourteen days of receiving a copy of the resolution. Notice of such withdrawal shall be given in writing to *I Liheslaturan Guåhan*. Failure to abide by this Paragraph *shall* constitute a breach of the entire Agreement and all rights of Contractor herein are thereafter automatically terminated.

**5.2. Assignment and Delegation.** Unless otherwise agreed to, this Agreement shall not be assignable or delegable. Contractor covenants not to assign any right nor delegate any responsibility under this Agreement without the written consent of *I Liheslaturan Guåhan*. Violation of this Paragraph *shall* constitute a material breach of this Agreement, which shall terminate this Agreement and any and all rights of Contractor.

**5.3. Indemnification.** In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the acts or omissions of Contractor and its agent(s), Contractor covenants to defend, indemnify and hold harmless *I Liheslaturan Guåhan* for any judgment rendered against it that is the result of Contractor and/or its agent(s) acts or omissions.

6.0 **Notices.** Unless otherwise indicated, all notices shall be delivered under this Agreement via U.S. Mail; hand-delivery, with receipt confirmation; or e-mail, with receipt confirmation, to each of the following persons at either of the following addresses:

	<i>I Liheslaturan Guåhan</i>	<b>Contractor</b>
Persons Receiving Notice	Executive Director Office of Vice Speaker Tony Ada Legislative Counsel	Debra T. Cabrera, Ph.D.
Physical Address	Guam Congress Building 163 W. Santo Papa Hagåtña, GU 96910	229 Nalao Barrigada, GU 96913
Mailing Address	Same.	PO Box 21152 GMF, GU 96921
E-mail Address	Executivedirector@guamlegislature.gov vicespeakertonyada@guamlegislature.gov legislativecounsel@guamlegislature.gov	Debra.cabrera@gmail.com

7.0. **Waiver.** No term, condition, or covenant of this Agreement shall be deemed waived unless executed in writing by the waiving party. No payment by *I Liheslaturan Guåhan* to Contractor *shall* constitute an acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement shall not be deemed a waiver to exercise that right in the future.

8.0 **Integration.** This Agreement constitutes the entire agreement between the Parties relating to matters stated herein. All prior discussions and agreements with respect to these matters, except to the extent stated in this Agreement, shall be of no further force and effect.

9.0 **Amendments.** No amendment to this Agreement, including deletion or additions, may be made except via written addendum signed by the Parties or as otherwise stated herein.

10.0 **Termination.**

**10.1 Mutual Termination Right.** This Agreement may be immediately terminated upon written notice at any time and for any reason by either party. Termination shall be effective as of the date specified in the written notice of termination.

**10.2 Automatic Termination.** This Agreement shall automatically terminate upon any of the following events: (i) assignment of the Agreement without the prior written consent of *I Liheslaturan Guahan*; (ii) Contractor's failure to maintain or renew the appropriate licenses required in order to perform this Agreement; (iii) Contractor's failure to pay the applicable federal or local government taxes arising from this Agreement, e.g., Guam gross receipts tax; or (iv) death of Contractor; (v) dissolution or termination of Contractor who is a business partnership, joint venture, corporation, or any other type of business entity.

11.0. **Payment Upon Termination.** Upon termination under any provision of this Agreement - whether automatic or otherwise - Contractor shall be entitled to the value of services rendered to *I Liheslaturan Guahan* up to the date of termination, less any and all damages incurred or anticipated by *I Liheslaturan Guahan* arising out of or deriving from Contractor's breach or anticipatory breach of this Agreement.

12.0. **Governing Law.** The laws of Guam shall govern the construction, interpretation, and resolution of any disputes under this Agreement.

13.0. **Remedies.** In addition to any other remedies available under law, *I Liheslaturan Guahan* shall have the right to withhold any amounts that may be due Contractor in order to mitigate any and all damages incurred and anticipated by *I Liheslaturan Guahan* arising out of or deriving from Contractor's breach or anticipatory breach of this Agreement.

14.0. **Severability.** If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, the remaining parts of this Agreement shall remain in full force and effect.

15.0. **Signatures Required.** This Agreement shall not be effective, and Contractor shall not be entitled to any monies from *I Liheslaturan Guahan*, nor shall it be binding upon *I Liheslaturan Guahan*, until such time as all identified signatures are affixed herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement in Hagåtña, Guam on the date set forth below.

CONTRACTOR:

  
\_\_\_\_\_  
**Debra T. Cabrera**

01 Jun, 2025  
Date


*Member*

I LIHESIATURAN GUAHAN

  
\_\_\_\_\_  
**V. Anthony Ada**  
*Authorizing Senator / Vice Speaker*


6/1/25  
Date

Approved as to Form:

  
\_\_\_\_\_  
**Darleen Eustaquio Hiton**  
*Legislative Counsel*

6/26/25  
Date

Certification as to the Availability of Funds and as to Expenditure of Funds in Accordance with the Budgetary Requirements of the Standing Rules:

  
\_\_\_\_\_  
**Agnes A. Cruz**  
*Certifying Officer*

6/27/2025  
Date

Executed by:

[Signature]

Frank F. Blas, Jr.  
Speaker

6/27/25

Date

Attested by:

[Signature]

Sabrina Salas Matanane  
Legislative Secretary

6/27/25

Date

Countersigned by:

[Signature]

V. Anthony Ada  
Chairperson, Committee on Rules

6/27/25

Date

FOR USE BY CENTRAL OPERATIONS STAFF OF LIHESLATURAN GUAHAN:

Allotment Number: 06302-502  
Authorized Amount: \$9,000.00  
Contract Number: 2538C0020

GUAM LEGISLATURE  
FISCAL OFFICE

JUN 27 2025

TIME: 3:58 [ ] AM [  ] PM  
RECEIVED BY AA