



Office of Senator Christopher M. Dueñas

CHAIRMAN, COMMITTEE ON FINANCE AND GOVERNMENT OPERATIONS

TRANSMITTED VIA E-MAIL

June 5, 2025

MEMORANDUM

To: Agnes Cruz
Chief Fiscal Officer, 38th Guam Legislature

From: Senator Christopher M. Dueñas
Chairman, Committee on Finance and Government Operations

Re: Termination of Independent Contractor Agreement

Hafa Adai Ms. Cruz,

I am writing to formally notify you of the termination of the Independent Contractor Agreement with Mr. Michael F.Q. San Nicolas and the Office of Senator Christopher M. Dueñas, effective May 31, 2025.

Should you have any questions or require further information, please do not hesitate to contact me.

Thank you for your attention to this matter.

Sincerely,


Senator Christopher M. Dueñas

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

This Independent Contractor Agreement ("Agreement"), effective February 1, 2025, is entered into by and between *I Liheslaturan Guåhan*, whose mailing address is 163 W. Santo Papa, Hagåtña, Guam 96910, and **Michael F.Q. San Nicolas** ("Contractor"), whose mailing address is 105 Kayen Senesco, Dededo, GU 96929 (hereafter collectively referred to as the "Parties").

RECITALS

WHEREAS, it is the intention of the Parties that Contractor provide services to the Office of Senator Chris Duenas, under the direction of Senator Chris Duenas ("Member"), and *I Liheslaturan Guåhan* shall pay for said services from the Office of Senator Chris Duenas 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:

- 1.1 Digital on-demand draft legislation of legislation for use in the Guam Legislature by the Member, deliverable within 72-hours of request, with all reasonable efforts made by the Contractor for speedy delivery in a preferably abbreviated timeline. Requests for draft legislation or documents shall be submitted via email by the Member to drafts@taokats.com and shall contain at a minimum the purpose of the legislation and intended goals of the legislation. Contractor shall send to Member any requests for clarification as needed to produce draft

legislation ready for submission to the Legal Office of the Guam Legislature for formatting and review, at the sole discretion of the Member. Contractor shall make every effort to ensure such Draft legislation, where applicable, conform to the Guam Code Annotated, United States Federal Laws, the United States Constitution, and the Organic Act of Guam. Any deviations to the timelines herein shall be noticed by the Contractor to the Member prior to their expiration and shall articulate the purpose for any such extension which may include, but not be limited to, clarifying engagement between the Contractor and the Member to refine or expand product output.

1.2 Optional provision of the Services outlined in Section 1.1 of this Agreement to up to four (4) Members of the Guam Legislature inclusive of the Member (plus three (3) and the Member for total of four (4) Members). These assigns shall be identified by Senator Duenas and are non-transferrable unless mutually agreed to by Contractor and Member. All provisions governing Confidentiality and Non-Disclosure of and/or relating to this Agreement shall be extended to and binding of the Parties of this Section by virtue of their engagement of any Services pertinent to this Section.

1.3 Exclusivity of the Services outlined in this Agreement shall be extended to the Member, with the Member agreeing to a single additional Agreement of a similar nature by the Contractor to a party external to this Agreement.

2.0. Payment Terms. *I Liheslaturan Guåhan shall* pay Contractor the total amount of **Sixty-Three Thousand Seven Hundred Forty Seven Dollars (\$63,747.00)** for the specialized services identified in Paragraph 1.0 above, in an initial installment of **Fourteen Thousand One Hundred Sixty Six Dollars (\$14,166.00)** on the effective date of this Agreement, and equal Monthly installment amounts of **Seven Thousand Eighty Three Dollars (\$7,083.00)** due on the first of each month thereafter beginning March 1, 2025. Payments *shall* commence on the effective date of this Agreement, with said Monthly installments 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 February 1, 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>	Contractor
Persons Receiving Notice	Executive Director Member/Committee Chairperson Legislative Counsel	Michael Franklin Quitugua San Nicolas
Physical Address	Guam Congress Building 163 W. Santo Papa Hagåtña, GU 96910	105 Kayen Senesco, Dededo, GU 96929
Mailing Address	(Same)	147 Justo St, Barrigada Guam 96921
E-mail Address	[Executive Director email] [Member/Committee email] legislativecounsel@guamlegislature.org	drafts@taokats.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 Guåhan*; (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 Guåhan* up to the date of termination, less any and all damages incurred or anticipated by *I Liheslaturan Guåhan* 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 Guåhan 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 Guåhan* 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 Guåhan*, *nor shall* it be binding upon *I Liheslaturan Guåhan*, 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.

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CONTRACTOR:

Signed by:

Michael F.Q. San Nicolas

1/30/2025

2C727A33D74840B

Michael F.Q. San Nicolas
For: Michael Franklin Quitugua San Nicolas
Principal

Date

I LIHESLATURAN GUÁHAN:

st

Senator Chris Duenas
Authorizing Senator

1/31/2025

Date

Approved as to Form:

[Signature]

Darleen Eustaquio Hiron
Legislative Counsel

1/31/2025

Date

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



Agnes A. Cruz
Certifying Officer

2/03/2025
Date

Executed by:



Frank F. Blas, Jr.
Speaker

2/04/25
Date

Attested by:



Sabrina Salas Matanane
Legislative Secretary

2/4/25
Date

Countersigned by:



V. Anthony Ada
Committee on Rules

2/4/25
Date

FOR USE BY CENTRAL OPERATIONS STAFF OF I LIHESLATURAN GUAHAN:

**GUAM LEGISLATURE
FISCAL OFFICE**

FEB 05 2025

TIME 9:40 [4 AM] [] PM

RECEIVED BY: 

Allotment Number: 06302-504

Authorized Amount: \$63,747.00

Contract Number: 2538 ⁰¹

25380007

CERTIFICATION FOR CONTRACTUAL SERVICES

Pursuant to Sections 1407(c) and 16.05(a)(1) and (a)(3) of the 38th Guam Legislature Standing Rules, I, Senator Christopher M. Duenas hereby certify that on this 22nd of January 2025, the contract for February, 1 2025 effective specifies the following:

- ☒ clear contract deliverables;
- ☒ for a restricted period of contract duration; and
- ☒ is *only* for such specialized services as cannot be obtained through the use of regular employees or
- ☐ is *only* such case where the use of a regular employee for those services would be
- ☐ prohibitively expensive or
- ☐ would otherwise be inadvisable.
- ☒ Said contractor is not a lobbyist.

81

Christopher M. Duenas