ADDENDUM TO INDEPENDEDNT SERVICE CONTRACT

This Addendum modifies the January 13, 2025, Independent Service Contract entered into by and between ***I Liheslaturan Guåhan***, whose mailing address is 163 W. Chalan Santo Papa, Hagåtña, Guam 96910, and Joseph R. San Agustin dba FP1 Mariånas ("Contractor"), whose mailing address is P.O. Box 1855, Hagatna, GU 96932, (hereafter collectively referred to as the "Parties").

The following clauses are hereby *modified* from:

1. **2.0. Payment Terms.** *I Liheslaturan Guåhan shall* pay Contractor the total amount of Fifty-Eight Thousand Five Hundred Dollars and 00/100 ($58,500.00) for the specialized services identified in Paragraph 1.0 above, in nine (9) fixed equal monthly installment amounts of Six Thousand Five Hundred Dollars and 00/100 ($6,500.00). Payments shall commence upon the effective date of this Agreement;

To now read:

2. **2.0. Payment Terms.** *I Liheslaturan Guåhan shall* pay Contractor the total amount of Sixty-Two Thousand Five Hundred Dollars and 00/100 ($62,500.00) for the specialized services identified in Paragraph 1.0 above, in equal semi-monthly installment amounts of Three Thousand Seven Hundred Fifty Dollars and 00/100 ($3,750.00). The increased payments shall commence on June 1, 2025 through the duration of this contract.

3. All other terms and conditions not inconsistent with this addendum shall remain in full force and effect.

CONTRACTOR:

June 24, 2025

Joseph R. San Agustin — Date
DBA: FP1 Mariånas
Owner

I LIHESLATURAN GUÅHAN:

Jesse A. Lujan — June 24, 2025
Authorizing Senator — Date

Approved as to Form:

Darleen Eustaquio Hiton — 6/24/25
Legislative Counsel — Date

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

pp **Agnes A. Cruz** — 6/24/2025
Certifying Officer — Date

Executed by:

Frank F. Blas, Jr. — 6/24/25
Speaker — Date

Attested by:

Sabrina Salas Matanane — 6/24/25
Legislative Secretary — Date

Countersigned by:

V. Anthony Ada — 6/24/25
Committee on Rules — Date

FOR USE BY CENTRAL OPERATIONS STAFF OF *I LIHESLATURAN GUAHAN*:

Jun 25 - $1,000.00

(4th QRT) Jul 25 - Sep 25 - $22,500.00

Allotment Number: 06302-544

Authorized Amount: $23,500.00

Contract Number: 2538C0009

GUAM LEGISLATURE
FISCAL OFFICE
JUN 25 2025
TIME: 8:15 [✓] AM [ ] PM
RECEIVED BY

ADDENDUM TO INDEPENDEDNT SERVICE CONTRACT

This Addendum modifies the January 13, 2025, Independent Service Contract entered into by and between ***I Liheslaturan Guåhan***, whose mailing address is 163 W. Chalan Santo Papa, Hagåtña, Guam 96910, and Joseph R. San Agustin ("Contractor"), whose mailing address is P.O. Box 1855, Hagatna, GU 96932, (hereafter collectively referred to as the "Parties").

The following clauses are hereby *modified*:

A. This Independent Services Contract is entered into by and between *I Liheslaturan Guåhan*, whose mailing address is 163 W. Chalan Santo Papa, Hagåtña, Guam 96910, and Joseph R. San Agustin dba FP1 Mariånas ("Contractor"), whose mailing address is P.O. Box 1855, Hagatna, GU 96932; and

B. 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) Contractor *shall* develop legislation in written or conceptual development as requested by the Member; and

(ii) Contractor *shall* verbally, in regular meetings, provide the Member with data-driven recommendations and consultation on key issues. This includes identifying best practices, evaluating existing programs, and formulating policies to address current and emerging challenges; and

(iii) Contractor *shall* prepare press releases, media responses, and other *public* communication materials to ensure consistent and effective dissemination of member and committee activities to the community; and

(iv) Contractor *shall* manage Member's social media platforms:
1. Graphic Design and Multimedia Editing;
2. Scheduled Postings;
3. Community Engagement;
4. Analytics and Reporting;
5. Platform and Budget Management; and

(v) Contractor *shall* assist in the compilation of Committee Reports *limited to*:
1. Agenda;
2. Committee Report Digest;

3. Transcriptions;
4. Committee Mark-up Documents; and

(vi) Contractor *may* assist coordination with government agencies, private sector stakeholders, and community organizations to foster collaboration on legislative matters; and

(vii) *Optional* provision of the Deliverables outlined in Section 1.0 of this Agreement shall be available to up to four (4) Members of *I Liheslaturan Guåhan* inclusive of the 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.

C. All other terms and conditions not inconsistent with this addendum shall remain in full force and effect.

CONTRACTOR:

4.7.25

Joseph R. San Agustin
DBA: FP1 Mariånas
Owner

Date

***I LIHESLATURAN GUÅHAN*:**

4/7/25

Jesse A. Lujan
Authorizing Senator

Date

Approved as to Form:

4/7/25

Darleen Eustaquio Hiton
Legislative Counsel

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

4/07/25
Date

Executed by:

Frank F. Blas, Jr.
Speaker

4/7/25
Date

Attested by:

Sabrina Salas Matanane
Legislative Secretary

4-7-25
Date

Countersigned by:

V. Anthony Ada
Committee on Rules

4/11/25
Date

FOR USE BY CENTRAL OPERATIONS STAFF OF *I LIHESLATURAN GUAHAN*:

Allotment Number: 06302-544

Authorized Amount: $58,000

Contract Number: 2538Co 009

INDEPENDENT CONTRACTOR AGREEMENT
I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN

This Independent Contractor Agreement ("Agreement"), effective January 13, 2025, is entered into by and between ***I Liheslaturan Guåhan***, whose mailing address is 163 W. Chalan Santo Papa, Hagåtña, Guam 96910, and Joseph R. San Agustin ("Contractor"), whose mailing address is P.O. Box 1855, Hagatna, GU 96932, (hereafter collectively referred to as the "Parties").

RECITALS

WHEREAS, it is the intention of the Parties that Contractor provide services to the Committee on Transportation, Tourism, Customs, Utilities and Federal and Foreign Affairs, under the direction of Senator Jesse A. Lujan ("Member"), and *I Liheslaturan Guåhan shall* pay for said services from the Committee on Transportation, Tourism, Customs, Utilities and Federal and Foreign Affairs 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) Contractor *shall* develop legislation in written or conceptual development as requested by the Member; and

(ii) Contractor *shall* provide the Member with data-driven recommendations and

consultation on key issues. This includes identifying best practices, evaluating existing programs, and formulating policies to address current and emerging challenges; and

(iii) Contractor *shall* prepare press releases, media responses, and other *public* communication materials to ensure consistent and effective dissemination of committee activities to the community; and

(iv) Contractor *shall* manage Member's social media platforms:
a. Graphic Design and Multimedia Editing
b. Scheduled Postings
c. Community Engagement
d. Analytics and Reporting
e. Platform and Budget Management; and

(v) Contractor *shall* assist in the compilation of Committee Reports *limited to*:
a. Agendas
b. Committee Report Digest
c. Transcriptions
d. Committee Mark-up Documents; and

(vi) Contractor *may* coordinate with government agencies, private sector stakeholders, and community organizations to foster collaboration on legislative matters; and

(vii) Contractor *may* present an analysis of policy research findings, accompanied by actionable recommendations; and

(viii) Contractor *shall* provide comprehensive quarterly reports to the Member that thoroughly document all tasks undertaken, progress achieved, and deliverables completed as outlined in items (i) through (vii).

2.0. Payment Terms. *I Liheslaturan Guåhan shall* pay Contractor the total amount of **Fifty-Eight Thousand Five Hundred Dollars and 00/100 ($58,500.00)** for the specialized services identified in Paragraph 1.0 above, in nine (9) fixed equal **monthly** installment amounts of Six Thousand Five Hundred Dollars and 00/100 ($6,500.00). Payments shall commence upon the effective date of this Agreement.

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 January 13, 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 Liheslaturan Guåhan	**Contractor**
Persons Receiving Notice	Joann G. Camacho Senator Jesse A. Lujan Legislative Counsel	Joseph R. San Agustin
Physical Address	Guam Congress Building 163 W. Santo Papa Hagåtña, GU 96910	312 Chandiha Street Dededo, GU 96929
Mailing Address	(Same)	P.O. Box 1855 Hagatna, GU 96932
E-mail Address	*joann.camacho@guamlegislature.gov* *senator.lujan@guamlegislature.gov* *legislativecounsel@guamlegislature.gov*	*fp1marianas@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 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.

CONTRACTOR:

1/13/2025

Joseph R. San Agustin — Date
For: FP1 Mariånas
Owner

***I LIHESLATURAN GUÅHAN*:**

1/13/2025

Jesse A. Lujan Date
Authorizing Senator

Approved as to Form:

Feb. 5, 2025

Darleen Eustaquio Hiton Date
Legislative Counsel

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

2/04/2025

Agnes A. Cruz Date
Certifying Officer

Executed by:

2/04/25

Frank F. Blas, Jr. Date
Speaker

Attested by:

2/6/25

Sabrina Salas Matanane Date
Legislative Secretary

Countersigned by:

2/7/25

V. Anthony Ada Date
Committee on Rules

FOR USE BY CENTRAL OPERATIONS STAFF OF *I LIHESLATURAN GUAHAN*:

Allotment Number: 06302 - 544

FY 2025 - 2nd - 19,500 -
" 3rd - 19,500.
" 4th - 19,500.

Authorized Amount: # 58,500 -

Contract Number: 2538C00009

GUAM LEGISLATURE
FISCAL OFFICE
FEB 07 2025
TIME 10:02 [X] AM [ ] PM
RECEIVED BY