

INDEPENDENT CONTRACTOR AGREEMENT

I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN

This Independent Contractor Agreement ("Agreement"), effective on February 10, 2025, is entered into by and between the **Office of Senator Joe S. San Agustin, a Member of *I Mina'Trentai Ocho Na I Liheslaturan Guåhan*** ("Member"), whose mailing address is 163 W. Santo Papa, Hagåtña, Guam 96910, and **BT International, LLC** ("Contractor"), whose mailing address is P.O. Box 9397, Tamuning, GU 96913, (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 Senator San Agustin ("Member") and *I Liheslaturan Guåhan* 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) Conducting advanced analysis of complex legislative proposals and regulatory changes, including cost-benefit assessments and potential impacts on our local economy;
- (ii) Researching and recommending economic measures. Contractor shall recommend to the Office of Senator Joe S. San Agustin's policy team in development of short and or long-term solutions for the island related to economic proposals;
- (iii) Providing scenario modeling to project outcome based on varying political and economic conditions; and
- (iv) Crafting tailored communication strategies for high-stakes public issues,

- including crisis communication plans and messaging frameworks to effectively convey the senator's position to constituents and the media;
- (v) Developing position papers and briefs that articulate nuanced viewpoints while addressing potential counter constituents position pertaining to the intent of a proposed bill;
 - (vi) Performing comprehensive stakeholder analysis to identify key influencers, allies, and opponents, and advising on engagement strategies to build coalitions or mitigate opposition;
 - (vii) Creating and managing a network of subject matter experts and thought leaders to provide insights on specialized topics, ensuring the Senator has access to the latest research and developments;
 - (viii) Conducting ongoing environmental scans to identify emerging issues, trends, and risks in the economic and social landscape that could affect the island; and
 - (ix) Providing strategic recommendations for adapting to these changes effectively.

2.0. Payment Terms. *I Liheslaturan Guåhan shall pay Contractor under the budget of the Office of Senator Jose S. San Agustin based on the Contractor's billing invoice. The Member agrees to compensate Contractor in accordance with the following rates: Five Hundred Dollars (\$500.00) per hour for consultations and Two Hundred Dollars (\$200.00) per hour for research. The compensation to Contractor shall not exceed One Hundred Ten Thousand Dollars (\$110,000.00) during the Member's term in office of I Mina'Trentai Ocho Na Liheslaturan Guahan. The payment for the specialized services identified in Paragraph 1.0 above, shall be paid monthly based on Contractor's submission of a monthly invoice. 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 Senator Joe S. San Agustin a Member of *I Mina 'Trentai Ocho Na Liheslaturan Guåhan*.

3.0. Contract Period. This Agreement is effective on February 10, 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 transferred. Contractor covenants not to assign any right nor transfer any responsibility under this Agreement without the written consent of Senator Joe S. San Agustin, Member of *I Mina'Trentai Ocho Na Liheslaturan Guåhan*. Violation of this Paragraph shall constitute a material breach of this Agreement, which shall immediately terminate this Agreement and any and all rights of Contractor as provided in paragraph 10.2.

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	Office of Senator Joe S. San Agustin	BT International, LLC
Physical Address	Guam Congress Building 163 W. Santo Papa Hagåtña, GU 96910	895 South Marine Corps Dr. Tamuning, Guam 96913
Mailing Address	(Same)	P.O. Box 9397 Tamuning, Guam 96931
E-mail Address	senatorjoessanagustin@gmail.com	btintlguam@hotmail.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 Senator Joe S. San Agustin, Member of *I Mina'Trentai Ocho Na 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 or transfer of the Agreement without the prior written consent of Senator Joe S. San Agustin, Member of *I Mina'Trentai Ocho Na 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 Senator Joe S. San Agustin, Member of *I Mina'Trentai Ocho Na Liheslaturan Guåhan* up to the date of termination, less any and all damages incurred or anticipated by Senator Joe S. San Agustin, Member of *I Mina'Trentai Ocho Na 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.

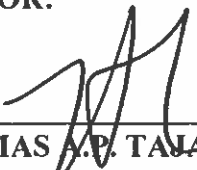
13.0. Remedies. In addition to any other remedies available under law, the Office of Senator Joe S. San Agustin, Member of *I Mina'Trentai Ocho Na Liheslaturan Guåhan* *shall* have the right to withhold any amounts that may be due Contractor in order to mitigate any and all damages incurred and anticipated by Senator Joe S. San Agustin, Member of *I Mina'Trentai Ocho Na 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:



THOMAS A.P. TAJALLE
BT INTERNATIONAL, LLC
PRESIDENT/CEO

2-10-25
Date

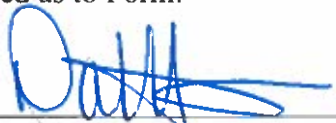
I LIHESLATURAN GUAHAN:



JOE S. SAN AGUSTIN
Authorizing Senator

2-10-25
Date

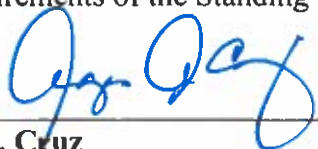
Approved as to Form:



Darleen Eustaquio Hiton
Legislative Counsel

3/26/25
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

3/26/2025
Date

Executed by:



Frank F. Blas, Jr.
Speaker

3/27/25
Date

Attested by:



Sabrina Salas Matanane
Legislative Secretary

3-27-25
Date

Countersigned by:

CP. L. N. M.

V. Anthony Ada
Chairman, Committee on Rules

3/27/25
Date

FOR USE BY CENTRAL OPERATIONS STAFF OF I LIHESLATURAN GUAHAN:

Allotment Number: 06802-521

Authorized Amount: \$ 110,000 -

Contract Number: 253800014

GUAM LEGISLATURE
FISCAL OFFICE

MAR 27 2025

TIME: 1:55 1:15 AM ✓ JPM
RECEIVED BY RT

I MINA 'TRENTAI OCHO NA LIHESLATURAN GUÅHAN
2025 (FIRST) Regular Session

CERTIFICATION FOR CONTRACTUAL SERVICES

Mister Speaker,

Pursuant to Sections 14.07(c) and 16.06(a)(1) and (a)(3) of the 38TH Guam Legislature Standing Rules, I, Senator Joe S. San Agustin, hereby certify the contract for BT International, LLC on this 10th of February 2025, 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* for such specialized services in such case where the use of a regular employee for those services would be
- ☐ prohibitively expensive *or*
- ☐ would otherwise be inadvisable; and
- ☒ said contract is not a lobbyist


2-10-25
Senator Joe S. San Agustin

Name and Date