

REGULAR BOARD OF DIRECTORS MEETING

Thursday; November 30, 2023 at 1:30PM

GEDA 5th Floor GITC Building Ste. 511 590 South Marine Corps Drive Tamuning, Guam 96913

APPROVAL OF AGENDA

LOURDES A. LEON GUERRERO

Governor of Guam I Maga'Haga Guahan

JOSHUA F. TENORIO

Lt. Governor of Guam I Segundo Na Maga'Lahen Guahan



MELANIE MENDIOLA

Chief Executive Officer/Administrator Atkådi Eksekutibu Ofisiat/Atmenestradora

CARLOS P. BORDALLO

Deputy Administrator Sigundon Atmenestradot

NOTICE OF A REGULAR BOARD OF DIRECTORS MEETING PLEASE TAKE NOTE TO ANYONE WHO WISHES TO ATTEND AND PARTICIPATE THAT A REGULAR BOARD OF DIRECTORS MEETING WILL BE HELD:

DATE: Thursday; November 30, 2023 **TIME:** 1:30 p.m.

PLACE: GEDA 5th Floor GITC Building Ste. 511,
590 South Marine Corps Drive | Tamuning, Guam 96913
Public Notice: Distributed to the media on Tuesday; November 21, 2023 and on
Tuesday; November 28, 2023.

AGENDA

- I. Call to Order
- II. Inifresi
- III. Roll Call
- IV. Approval of Agenda
- V. Approval of Minutes
 - a. October 2023 Board Meeting | October 26, 2023
- VI. Chairman's Remarks
- VII. CEO/Administrator's Remarks
- VIII. Committee & Standing Reports
 - a. Real Property Committee
 - b. Healthcare Committee
 - c. Agriculture Committee / Aquaculture Committee
 - d. Qualifying Certificate Report
 - e. Grants Report
 - f. Investment Committee Report
- IX. Old Business
- X. New Business
 - a. Resolution 24-001: Relative to approving the Integrated Marketing Communication and Engagement Services Contract
- XI. Public Comment
- XII. Adjournment



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Deputy Administrator Sigundon Atmenestradot

Board of Directors Regular Meeting

Attendance Sheet Thursday; October 26, 2023 1:30 p.m.

Ernesto Espaldon Jr., Vice Chairman

Siska Hutapea, Secretary

Andrew Park, Director

Dr. Doreen Crisostomo-Muna, Director

Melanie Mendiola, CEO/Administrator

Carlos P. Bordallo, Deputy Administrator

Terry Brooks, Legal Counsel

Georgette Concepcion, Legal Counsel



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CARLOS P. BORDALLO

Deputy Administrator Sigundon Atmenestradot

Board of Directors Regular Meeting

Sign-In Sheet Thursday; October 26, 2023 1:30 p.m.

NAME:	COMPANY:
Frank San Wildes	The Guan Daily Post
ANSTITUTE PIC	GEDA
TINA GARGIA	
JENN CALVO-GUZMAN	
CLANGE CAUZ	
ED CAMACATO	
ONGO MENDADIA	
MEVIN TAPULAS	
CHRKTINA MERRAJEN	
YUNG PAK	GEDA



APPROVAL OF MINUTES



Minutes of Regular Meeting to the Board of Directors of the Guam Economic Development Authority October 26, 2023

Call to Order

The regular meeting of the Board of Directors of the Guam Economic Development Authority ("GEDA" or the "Authority") was held on Thursday, October 26, 2023 at the hour of 1:35 p.m., at the GEDA conference room, Suite 511, GITC Building, Tamuning, Guam. The meeting was called to order by Chairman David J. John to consider items on the Agenda.

Inifresi

§ 2. GEDA Board of Directors and all others in attendance recited the *Inifresi*.

Quorum and Attendance

§ 3. Roll call. As determined by the roll call made by Chairman David J. John the following individuals were present:

Directors: Office or Position:

David J. John Chairman

Ernesto Espaldon Jr. Vice Chairman

Siska Hutapea Secretary/Director (via zoom)

Andrew Park Director
Dr. Doreen Crisostomo-Muna Director

Melanie Mendiola CEO/Administrator
Carlos P. Bordallo Deputy Administrator

Terrence M. Brooks Legal Counsel

Also, in attendance were:

Angelene Rios GEDA
Tina Garcia GEDA
Jenn Calvo-Guzman GEDA
Claire Cruz GEDA

October 26, 2023, 1:30 p.m. GEDA Board of Directors Meeting Page 2 of 5

GEDA
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GEDA
GEDA
GEDA

Frank San Nicolas The Guam Daily Post

Approval of Agenda

§ 4. The motion to approve the agenda was made by Vice Chairman Ernesto Espaldon Jr. The motion was seconded by Director Park. The Directors then voted, and the motion was unanimously passed.

Approval of Minutes

§ 5. Director Park made the motion to approve September board meeting minutes, and was seconded by Vice Chairman Ernesto Espaldon Jr. The Directors then voted, and the motion was unanimously passed.

Chairman's Remarks

- § 6. Chairman David John reported the following:
 - a. The only item for the board action is the performance evaluation of our administrator.
 - b. Domestically, we are still seeing ongoing struggles with inflation. Right here at home, we had the threat of typhoon. We were ultimately spared and are grateful for that. But what it means for the municipal markets is that we are in a holding pattern on two issuances, the GWA and a GARVY bonds. Both were planned for investor meetings this month, but on the advice of underwriters and municipal advisors, we pushed this to early next year because of the interest rate volatility.
 - c. The SBD team is working with representatives that are on island from the US Economic Development Administration to identify possible projects for grant application funding in the coming year or two. Note, we have already received funding toward aquaculture and the green markets and our CEDDs study from this pot of money. UOG's multimillion dollar School of Health expansion is also utilizing this same source of money. Administrator Mel will give you additional updates.

CEO/Administrator's Remarks

- § 7. Administrator Mendiola reported the following:
 - a. Our only update in our reports today, I believe there's one update to the qualifying certificate report. We did receive a letter of intent from one company called Aviation Concepts, LLC. The letter of interest to apply for a QC was received on October 13th.

They're currently engaged in some drone training. In addition, they'd like to do some aviation fuel services as well. We look forward to seeing how that process goes for them. In addition, we did send a letter to the attorney general concerning, as the board was made aware, we posted an EMA notice. This is a notice to our municipal bondholders about the BPT pledge and how any laws that may affect it or not affect it or any potential effects on the pledge, just to get any commentary, concerns, et cetera. I'd say it's been about a month and a half, and still we've received nothing from bondholders, so this leads us to believe there's no concern. We waited about three weeks until we actually sent the letter to the AG saying we've not received anything. We believe this was a good round of disclosure, and we'd like to go ahead and recommend moving forward. We'll probably follow up with the AG's office again next week.

- b. The AG's careful consideration of this qualifying certificate will effectively cause swifter opinions on the other QC's because the same issue affects the other QC's. We're hopeful that we'll get some feedback ASAP and we'll follow up regardless. Then right now, the governor is very active over the next few days, doing a number of, she's calling them road shows, information meetings about the medical campus. The last meeting will be on Monday night at the GCC Multi-Purpose Center. This morning was the first one at 7:30. One thing I did want to correct, something we have mentioned multiple times in the press, but every time it's referenced in the media, it's referred to as a \$6 million medical action plan. It wasn't a \$6 million plan. Matrix Group had \$6 million worth of contracts with the government of Guam over the course of its multiyear contract. The medical campus plan was one of them. There were approximately 22 meetings held with GMH personnel, divisions, and teams in late 2021. That alongside some work with GRMC and the surveys with GRMC, the clinics, the hospitals, and a survey of the medical community that went into a certain portion of medical action plan and what services are a part of phase one. The medical campus is a phased study.
- c. Today, the staff at GMH was happy, of course, about any discussion about improvement of facilities. Improvement of facilities in the near term, as we're all aware, Governor Leon Guerrero pledged \$20 million from ARP towards improving the hospital, and the legislature also appropriated some money for that. They're happy with that. Doctor Eusebio brought up the business case. He said, if we don't get the business side of the house right, we will fail the way public hospitals across America are failing as far as billing and not collecting. He said, it has nothing to do because you build your campus wherever you like, but if you don't get your financial house in order, it doesn't matter how beautiful of a hospital we have, which the Governor did not disagree with him.

Committee and Standing Reports

§ 8. Administrator Mendiola reported the following:

a. The committee reports were attached with the Board packet, the qualifying certificate report with the addition of Aviation Concepts was the only addition.

October 26, 2023, 1:30 p.m. GEDA Board of Directors Meeting Page 4 of 5

b. Director Hutapea commented that Administrator Mel mentioned about following up with the AG office on some issues. She asked that GEDA also follow up with the AG office regarding the building permit system procurement that has been stuck there for a while because of the protest? I can't stress enough how important the building permit issue is to provide more supply to our already dire, affordable housing condition.

Old Business

§ 9. There was no old business to discuss.

New Business

- § 10. Chairman David John reported the following:
 - a. Next on the agenda here is the performance evaluation for Mel Mendiola, the CEO/Administrator. Mel and I sat down on Tuesday and we spoke about the progress that the organization has made under her leadership. I think I speak for us all in that you've done a great job with the organization and the team as a whole. It's a reflection of you and the team and the team and you right, together. I've been around.. this is year 13. I think this is the smoothest it's ever been running. The operational stability brought with the organization with the team and the finance situation we're in, is awesome. We used to have massive swings in our annual financials. We're not seeing that. The grant underwriting is solid and it's just nice to see the organization on sound financial footing. Also under your leadership, the community of the business perception you saw last week at Chamber, where not everybody is ever going to be happy with one administration and everything they're doing. I think in the community, I can't think of anyone who's ever spoke with anything but praise for the organization under your leadership. I'll also applaud you for that. We've also seen a lot more engagement with the small businesses, working with GUMA and hand in hand and complimenting each other. Lastly, the front office calls on us from time to time to help moving projects along the time to time or every day. I know that balancing these balls and trying to align all the different demands that are coming at you is a skill set in itself, and I think you can handle it very well. In the coming years, Mel and I spoke about the need to bring back aggressive marketing to invest in Guam. I think COVID took the wind out of our sails. I think it's time to reignite those sails and get back into that. But in order to do that, we're just going to bring up things with what Siska said we really need to push through on that. I think we're looking at determining what our priorities are, making sure that when we invite investors here, that we're inviting them to an environment where they can get the project done. We really need to push through these things and make sure that we're not going to bring them here and then agencies are going to drop balls on things. I think that needs to be the priority with that and I think we're in agreement with that. But if we can start to move forward with trade missions and bringing investors here, I think that would be great. But from my

perspective, if I were from a rating standpoint, your actions and your leadership to me have been outstanding and I applaud the efforts of you and your team. Thank you.

- b. Vice Chair Espaldon agreed. The suggestions that have been offered by the board, I think you've taken seriously, especially during the time of the, I guess, post-pandemic and trying to get the grant out there to a lot of the small businesses, both within the tourism industry and also not within the tourism industry. Also thinking, keeping in the back of your mind the businesses that are not in the know or not connected. I appreciate that. At the same time, you've also, I think, done a great job in terms of managing and collaborating with the team on other aspects, such as the bond, borrowing that we've been having, as well as the qualifying certificates. I think you have a good energy. Thank you for that. You do a good job at sticking up for your team, but also at the same time, taking responsibility when you know that things could have been done better and you strive to do them better. So thank you.
- c. The other directors concurred.
- § 11. Director Hutapea made a motion to accept Mel's performance evaluation as presented with an outstanding rating. Further that the Administrator, CEO Mel, who was last evaluated in 2021, be given a two-step pay increase as soon as possible, and was seconded by Vice Chairman Ernesto Espaldon Jr. The motion passed unanimously.

Public Comments

§ 12. There were no public comments made.

Adjournment

§ 13. A motion for the meeting to be adjourned was moved by Vice Chairman Ernesto Espaldon Jr. and was seconded by Director Park. Adjournment of the meeting was unanimously approved.

DAVID JOHN, Chairman Board of Directors

Attest:

SISKA HUTAPEA Secretary, Board of Directors October 26, 2023, 1:30 p.m. GEDA Board of Directors Meeting Page 5 of 5

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DAVID JOHN, Chai Board of Directors

Secretary, Board of Directors

COMMITTEE REPORTS



CENTRAL ISSUE

GALC

 Desire to expand GEDA services to include investment guidance and strategies to grow the Land Bank Trust Fund and manage risk

Support

Several GovGuam Agencies seeking GEDA assistance on a number of initiatives

5 Year Law

- Creates challenges to attracting developers and investors

KEY MEETINGS

11/01/23: WIC re: Site Inspection 10/31/23: AT&T re: Site Inspection 10/31/23: DRT re: Fishermen

10/20/23: GALC re: Working Sessions 10/18/23: FEMA re: Recovery Scoping

10/11/23: GALC Reg Mtg 10/10/23: FEMA & GALC 10/09/23: FEMA & GALC

10/05/23 Sen Roy Q RE CLTC Yigo
09/29/23: GVAO re: Veterans State Plan
09/21/23: GALC re: FEMA Assistance
09/21/23: GVAO re: Veterans State Plan
09/20/23: FEMA re: Recovery Scoping

09/20/23: Green Markets: Sinajana Design Meeting 09/12/23: E.C. Development re: Northern Market

09/06/23: FEMA re: Recovery Scoping 08/23/23: FEMA re: Recovery Scoping 08/16/23: Fishermens Cooperative 08/16/23: FEMA re: Recovery Scoping

*Ancestral Land Owners (ALO) *Community Defense Liaison O

- *Community Defense Liaison Office (CDLO)
 *Department of Land Management (DLM)
- *Guam Ancestral Land Commission (GALC)
- *Guam Memorial Hospital Authority (GMH)
 * Guam State Clearinghouse (GSC)
- *Joint Region Marianas (JRM)
 *Matrix Design Group (MDG)
 *Office of the Governor of Guam (OOG)
 *Ruder Integrated Marketing Strategies (RIMS)
 *United States Army Corps of Engineers (USACE)

COMMITTEE

REAL PROPERTY NOVEMBER 2023

OTHER NEWS AND UPDATES

- Green Markets (Sinajana)
- RPD supporting Small Business Division w efforts to construct public market at Sinajana Mayors Office site
- Typhoon Mawar
- Damage assessments completed by RPD team for all properties managed by GEDA
- Ongoing support for FEMA Recovery Scoping
- Permitting Process
- Ongoing working sessions for amendments to existing statutes
- Fishermen 's Coop
- Site prep for seawall in progress, operations for temporary facility on site progressing
- DCA Museum Roof Repair
- HOT Bond funding certified as required by the MOA between GEDA and DCA
- RFIs for Private Land Inventory
- RFI 23-001: Issued 07/31/23 and closed on 08/18/23
- 3 responses received
- RFI 23-002: Issued 07/31/23 and closed on 08/18/23
- 3 responses received

ACTION ITEMS

Continuing support of other GovGuam agencies' initiatives



CENTRAL ISSUE

Need for Regional Health Lab

Need to upgrade or replace public healthcare facilities

Need for options for the reuse of current medical services facilities

Continuing upkeep of GMH facility and services

DPHSS facilities

Due to COVID 19 cases over the past years, GMH, GRMC and other health providers are still experiencing shortages of locally based trained staffers to support front liners

COMMITTEE

HEALTHCARE NOVEMBER 2023

OTHER NEWS AND UPDATES

- Matrix

TO9 ongoing: GVAO Medical and Public Health Services Plan

- PL 36-56 pledges funding for the Guam Twenty-First Century Healthcare Center development expenses.
- Website: www.guammedicalcampus.com
- BILLS:

184-37: GALC Mangilao re: MedCam 185-37: Tamuning only for new hospital

12-37: Legislative approval on entering a lease, license, or sub-lease of federal or foreign government property 13-37: Transparency for the Medical Healthcare Campus

Gov vetoed both Bills on 03/21/23 Override on bills failed on 03/30/23

Override on Bill 12-37 succeeded on 4/27/23 Override on Bill 13-37 succeeded on 5/10/23

KEY MEETINGS

11/27/23: Community Outreach 11/16/23: Legislature re: Bill 184-37

11/07/23: Community Outreach

10/30/23: Community Outreach

05/17/23: Legislative Oversight on New Hospital

03/09/23: CDLO Re: Lab 01/23/23: MDG Re: VA Plan 01/20/23: RIMS Re: Website

12/21/22: CDLO, DLM, JRM Re: Lease 12/14/22: CDLO, DLM, JRM Re: Lease 12/07/22: CDLO, DLM, JRM Re: Lease 12/06/22: CDLO, DLM Re: Lease

11/30/22: CDLO, GMH, DLM Re: Utlities

10/17/22: OOG, CDLO, GALC, DLM Re: MedCampus 10/14/22: OOG, CDLO, GALC, DLM Re: MedCampus 10/03/22: MDG, CDLO Re: Enhanced Use Lease

ACTION ITEMS

Continue facilitation and support of the Healthcare Task Force and its various subcommittees to coordinate efforts to improve medical and health services delivery to the community.

GEDA staff supporting Governor's office with RE to a potential new medical services campus in terms of researching finance options and collaborating with other GovGuam agencies on related matters.

RPD drafted MOAs for infrastructure agencies

Ongoing collaboration between RPD & PFD for draft of PMO RFP

^{*}Ancestral Land Owners (ALO)

^{*}Community Defense Liaison Office (CDLO)

^{*}Department of Land Management (DLM)
*Guam Ancestral Land Commission (GALC)

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^{*}Joint Region Marianas (JRM)

^{*}Matrix Design Group (MDG)

^{*}Office of the Governor of Guam (OOG)

^{*}Ruder Integrated Marketing Strategies (RIMS)

nority (GMH) *United States Army Corps of Engineers (USACE)



AGRICULTURE/AQUACULTURE

COMMITTEE

OTHER NEWS AND UPDATES

CENTRAL ISSUE

Guam's high dependency on the importation of agriculture products creates a need to grow and develop the local agriculture into a sustainable industry and reduce imports.

GEDA initiatives:

- 1. Expand and build agriculture assets
- 2. Workforce development
- 3. Private investment initiatives

KEY MEETINGS

- 10/26 Meeting held with Economic Development Administration (EDA) disaster recovery team and NOAA to initiate planning for an upcoming aquaculture roundtable in December
- 11/1 EDA meetings/site visits held with UOG Sea Grant and Research Corporation of UOG to discuss potential aquaculture projects.

ACTION ITEMS

- Organize EDA aquaculture roundtable in January

TRIP REPORT

Key Meetings Continued:

- 11/8 Meeting held with Department of Agriculture and EDA regarding aquaculture/agriculture priorities, including Guam Aquaculture Innovation Center and piggery/slaughterhouse
- 11/15 Attended Sea Grant aquaculture stakeholder roundtable regarding ocean renewable energy
- 11/22 Held meeting with Sea Grant and RCUOG to discuss potential aquaculture sites on UOG campus



COMMITTEE

QUALIFYING CERTIFICATE (QC)

CENTRAL ISSUE

Business & Economic Development Division (BEDD) continues to administer and develop the QC program.

Efforts continue to improve program to maintain it as a viable investment tool, with a focus on:

- Special Hotel QC
- Manufacturing
- Captive Insurance
- Technology
- · Circular Economy & Recycling

OTHER NEWS AND UPDATES

- As of the date of this report, GEDA has received the following:
 - one (1) QC application for a captive insurer; and
 - one (1) QC letter of interest for an airline services company.
- Investor interest remains high for several QC activities, such as:
 - · Circular Economy & Recycling
 - · Captive Insurance
 - Special Hotel
 - Green Technology
- GEDA anticipates new QC applications to be received in the coming months.

KEY MEETINGS

- GEDA met with the AG's Office on 11/20/23 regarding QC Business Privilege Tax (BPT) abatements, whereat the AG's office requested an official opinion from the Bank of Guam with regards to the BPT abatements in their capacity as the BPT Bond Trustee. GEDA has discussed this request with the Bank of Guam, who will be communicating with the AG's office on this matter.
- As of the date of this report, there has been no response to the EMMA notice posted on 9/18/23. A notice indicating the same was sent to the Office of Attorney General (AG) on 10/23/23.

ACTION ITEMS

- BEDD to continue dialogue with the AG regarding the status of QC contracts and their requested opinion from the Bank of Guam.
- BEDD is continuing outreach efforts to individual hotels and investors regarding the expanded Special Hotel QC Program.
- · Continue researching the following tax incentives:
 - · captive insurance
 - manufacturing, including pharmaceutical & additive manufacturing; and
 - the development of high tech industries.

QUALIFYING CERTIFICATE APPLICATION LIST as of November 24, 2023

APPROVED QCs			
Applicant	Industry	Activity	Status
None as of date of this report	•	·	
	APPLICA	TIONS IN PROGRESS	
Applicant	Industry	Activity	Status
Island Home Insurance Company	Domestic Insurance	Health insurance	BOD approved 11/10/22 - QC at AG's Office
Core Tech International Corp.	Affordable Housing	Affordable Housing	BOD approved 8/18/22 - QC at AG's office
BG Place LLC	Tourism	Entertainment/Tourism Complex	BOD approved 6/23/22 - Latest QC draft routed to applicant 4/3/23
Core Tire Recycling, LLC	Circular Economy/Recycling	Tire Recycling	BOD approved 11/10/22 QC to be submitted to AG for legal review
TakeCare Insurance	Domestic Insurance	Health insurance	BOD approved 11/10/22 QC at AG's Office
Tokio Marine Pacific Insurance	Domestic Insurance	Health insurance	BOD approved 12/16/22 QC at AG's Office
Pan Pacific Retail Management (Guam) Co., Ltd.	Tourism/Real Property Dev.	Retail Shopping Center	BOD approved 3/23/23 QC with Applicant. Still pending response.
Core Tech Captive Insurance Corp.	Domestic Insurance	Captive Insurance	Application received 5/12/23 PH scheduled for 1st-2nd week of December
	POTEN	TIAL APPLICATIONS	
Applicant	Industry	Activity	Status
Aviation Concepts, LLC	Services	Aviation Services	LOI record 10/13/23; Application packet sent

GEDA FEDERAL GRANT PROJECTS (Updated 9/21/23)	JECTS								
PROJECT TITLE	PROJECT DESCRIPTION	PROJECT START DATE	GRANT	FUNDING SOURCE	REQUESTED AMOUNT	GEDA ALLOCATION	STATUS	COMMENTS	
							SUBMITTED - 8/14/23		
	Development of strategy plan for workforce		H						
Guam Additive Manuracturing and Materials Accelerator (GAMMA)	Guam Additive Manuracturing and development, private sector industry Materials Accelerator (GAMMA) Investments, and GAMMA Center facility	May 2023	FY 2023 Regional Technology and Innovation Hub Program Phase I	EDA	\$450,000	\$164,680	10/23/23		2
							SUBMITTED - 4/30/23		
Guam State Trade Expansion	Guam State Trade Expansion Program to increase		FY 2023 State Trade Expansion						
Program	the number of small businesses exporting	March 2023	Program	SBA	\$100,000	\$18,500	AWARDED - 8/30/23		3
							SUBMITTED -		
Guam State Trade Expansion	Guam State Trade Expansion Program to increase		FY 2022 State Trade Expansion				77/17/5		
	the number of small businesses exporting	March 2022	Program	SBA	\$200,000	\$200,000	AWARDED - 9/15/22		Э
							SUBMITTED -		
							3/10/20		
	The project is intended to repair, renovate, storm-								
	harden and construct new green market facilities						PRELIMINARY		
	in three strategic municipalities (Agat, Mangilao						SELECTED - 10/9/20		
	and Sinajana) and to expand existing facilities at		FY 2020 EDA Public Works and						
	the sites in order to add new small business		Economic Adjustment Assistance				AWARDED - 9/9/21		
Guam Green Market Facilities	space for minority entrepreneurs.	January 2020	Programs	DOC - EDA	\$1,200,000	\$60,000			n

			ADDITIONAL GRANTS	INTS					
	Analysis of Guam's tourism market, including:		FY 2020 EDA Public Works and					Collaborated with BSP and	
	Tourism Market Study, Tourism and Destination		Economic Adjustment Assistance					GVB, with BSP serving as	
	Marketing Assessment, Repositioning and		Programs including CARES Act		3921559.79 (Awarded		AWARDED -	grant applicant.	
Tourism Recovery Plan	Development Strategy	May 2020	Funding	DOC - EDA	\$390,000)	\$200,000	3/18/21		7
	The Action Plan will influence and shape								
	GovGuam's medical and public health investment								
Medical and Public Health Services	Medical and Public Health Services decisions and support investments in medical and						Preliminary		
Action Plan	public health care infrastructure	March 2020	Office of Economic Adjustment	OEA	~ \$2,000,000	10% of budget	discussions with OEA	discussions with OEA Led by Guam Buildup Office	3
					Master Plan - \$375,000				
	Non-competitive grant to fund: Guam Agriculture							Collaborated with BSP and	
	Master Plan, Additive Manufacturing Feasibility				Additive Manufacturing -			DOAG, with BSP serving as grant	
	Study, Transshipment Industry Feasibility Study,				\$300,000			applicant	
Statewide Planning Grant	Economic Impact Model	July 2021	FY2021 Statewide Planning Grant DOC - EDA	DOC - EDA		TBD	Awarded - 11/4/21		7



CENTRAL ISSUE

- * Total market value ending 3rd quarter 2023 was \$17,173,009.
- * Year to date performance remains positive at 3.33%
- * 3rd QTR portfolio performance was down -3.9% as the market experienced some pullback from the upward momentum in the first half of the year.
- * Asset Allocation Stock 68.57%
 - US Stock 43.30%
 - Non US Stock 25.27%

Bonds 28.64% Cash 2.73% Other 0.06%

COMMITTEE

INVESTMENT COMMITTEE BG Investment Services, Inc.

OTHER NEWS AND UPDATES

- * Most asset classes are positive year to date, led by Large cap equities.
- * Longer term performance remains strong at 12.2%, 3.6%, and 4.1% annualized over the 1-year, 3-year, and 5-year periods, respectively.

KEY MEETINGS

October 25, 2023 - via Zoom

July 26, 2023 - via Zoom

April 12, 2023 - via Zoom

January 13, 2023 - via Zoom

October 19, 2022 - via Zoom

April 07, 2022 - via Zoom

February 11, 2022 - via Zoom

October 15, 2021 - via Zoom

July 13, 2021 - via Zoom

ACTION ITEMS



CENTRAL ISSUE

- * 3Q23 Ending Market Value for the entire portfolio was \$10,321,924.12
- * The portfolio was incepted on 1/19/2022, with a quarter to date return of -3.31% as of 09/30/2023
- * The total portfolio return since inception was 3.77% as 09/30/2023
- * The total portfolio is comprised of 77.56% Equities (63.75% U.S. Equity/ 12.66% Non-US Equity/ 1.14 % Real Estate/0.01 Other Equites) / 19.28% Fixed Income/ 3.15% Cash

COMMITTEE

INVESTMENT COMMITTEE RAYMOND JAMES

OTHER NEWS AND UPDATES

- * US GDP to be expected 1.3% growth
 - Mild recession in 1Q24
 - Consumer spending likely to fade
- * 10 Year Treasury to be at 3.25%
 - Fed cycle is coming to end
 - Final rate hike to be at the end of the year
- * S&P 500 to hit 4.400
 - Deceleration happening third quarter
 - Optimistic long term growth
- * GEDA's Investment Committee met with Blackstone via Zoom on November 16, 2023

KEY MEETINGS

October 25, 2023 - via Zoom

July 26, 2023 - via Zoom

April 12, 2023 - via Zoom

January 13, 2023 - via Zoom

October 19, 2022 - via Zoom

April 12, 2022 - via Zoom

February 11, 2022 - via Zoom

ACTION ITEMS

OLD BUSINESS

NEW BUSINESS

Resolution 24-001:
Relative to Approving
the Integrated Marketing
Communication and
Engagement Services
Contract

GUAM ECONOMIC DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

Resolution 24-001

RELATIVE TO APPROVING THE INTEGRATED MARKETING COMMUNICATION AND ENGAGEMENT SERVICES CONTRACT

WHEREAS, the Guam Economic Development Authority (GEDA) issued a Request for Proposals (RFP) on June 29, 2023 for Integrated Marketing Communication and Engagement Services; and

WHEREAS, GEDA, through the procurement process, has selected the highest ranked and most qualified offeror and concluded all contract negotiations, and

WHEREAS, GEDA, on November 27, 2023, issued a notice of intent to award to the highest qualified offeror, namely Ruder Integrated Marketing Strategies; and

WHEREAS, the GEDA Board of Directors desires the approval and implementation of the Integrated Marketing Communication and Engagement Services Contract.

NOW, THEREFORE BE IT:

RESOLVED, that the Integrated Marketing Communication and Engagement Services Contract is in the form attached hereto, and that the same is hereby **APPROVED** by the Board of Directors of the Guam Economic Development Authority; and be it further

RESOLVED, that the Chairman certify and the Secretary attest to the adoption of this resolution.

Dated this 30th day of November 2023.

David John

ATTEST:

Siska S. Hutapea Secretary

GUAM ECONOMIC DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

Resolution 24-001

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RESOLVED, that the Chairman certify and the Secretary attest to the adoption of this resolution.

Dated this 30th day of November 2023.

David Johy

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INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES CONTRACT

INTEGRATED MARKETING COMMUNICATION AND ENGAGEMENT SERVICES

Between the

GUAM ECONOMIC DEVELOPMENT AUTHORITY

and

RUDER INTEGRATED MARKETING STRATEGIES

INDEPENDENT AND PROFESSIONAL SERVICES CONTRACT INTEGRATED MARKETING COMMUNICATION AND ENGAGEMENT SERVICES BETWEEN THE GUAM ECONOMIC DEVELOPMENT AUTHORITY & RUDER INTEGRATED MARKETING STRATEGIES Page 2 of 18

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CONTRACT

This Independent Contractor Professional Services Contract for INTEGRATED MARKETING COMMUNICATIONS AND ENGAGEMENT SERVICES, (the "Contract") is made and entered into by the Guam Economic Development Authority ("GEDA"), 590 Marine Corps Drive, STE 511 ITC Building, Tamuning, Guam 96913, a public corporation and RUDER INTEGRATED MARKETING STRATEGIES ("Contractor"), 674 Harmon Loop Rd, #312, Dededo, GU, 96929, mutually referenced in this contract as "parties."

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, GEDA and the Contractor agree as follows:

ARTICLE 1: THE CONTRACT AND THE CONTRACT DOCUMENTS

Wherever used in this instrument or in the other contract documents, and whether singular or plural, the following terms shall have the meanings indicated:

<u>Change Order</u> – A written order to the Contractor signed by GEDA, issued after the delivery of a Task Order to Contractor authorizing an addition, deletion, or revision in the work, or an adjustment in the contract price or the contract time under the Task Order.

Contract - This contract and all contract documents

<u>Contract Documents</u> – GEDA's Request for Proposal ("RFP") 23-001 for INTEGRATED MARKETING COMMUNICATION AND ENGAGEMENT SERVICES, and the Contractor's Proposal submitted to GEDA, and any or all other Documents prepared by Contractor and approved by GEDA in accordance with this Contract, along with any special provisions added thereto with the consent of GEDA, the agreement, the bonds, the notice of award, specifications, drawings, shop drawings, design schedules, detailed design, and modifications.

<u>Contract Price</u> – The total amount in U. S. dollar currency payable to Contractor as stated in the contract documents.

<u>Contract Time</u> – The number of calendar days stated in the agreement for the completion of the work associated with a specified event authorized by GEDA under the contract documents.

Contractor – Ruder Integrated Marketing Strategies ("Contractor")

Modification - A mutually agreed upon written Change of the contract documents.

Parties - Guam Economic Development Authority and Ruder Integrated Marketing Strategies.

Project – The specified event or project to be performed as provided in the contract documents.

<u>Subcontractor</u> – An individual, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

<u>Task Order</u> – A written order prepared by Contractor at the direction of and signed by GEDA to perform specific tasks required by GEDA.

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ARTICLE 2: DURATION OF CONTRACT

- 2.0. This contract is entered into and becomes effective as of December 1st, 2023 through September 30, 2024, the initial contract term. Thereafter, it may be renewed annually for up to two (2) additional periods of one (1) year each upon commencement of subsequent fiscal years upon mutual agreement of the parties.
- **2.1.** Each renewal option provided for in this contract shall be subject to and based on the Contractor's receipt of a satisfactory performance evaluation from GEDA at the end of each fiscal year period. The contractual obligations of GEDA and the Contractor for the initial contract term and for each renewal fiscal period succeeding the first shall be subject to the appropriation and availability of funds.
- 2.2. Contractor understands and agrees if the Guam Economic Development Authority does not appropriate funds, or if funds are not otherwise made available for continued performance of this Agreement for any year succeeding the initial contract term, this Agreement shall be canceled automatically as of the end of the term preceding a year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either GEDA's rights or the Contractor's rights under any termination clause in this Agreement. GEDA shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal year beyond the first fiscal year.

ARTICLE 3: CONTRACTOR'S REPRESENTATIONS

- **3.0.** As represented in executed affidavits submitted with the Contractor's proposal in response to GEDA RFP 23-001 and the conclusion of best and final offer negotiations between the Contractor and GEDA, the Contractor is professionally qualified and licensed to act as the contractor for the Scope of Work and Services as solicited in GEDA RFP 23-001 and is, and will remain, licensed to perform the project under Guam law.
- **3.1.** Contractor has the expertise, experience, and knowledge as well as the necessary personnel and financial capability to perform the Scope of Work and Services in accordance with the terms of this Contract and GEDA RFP 23-001.
- **3.2**. Contractor assumes full responsibility for the acts and omissions of its contractors, sub-contractors or others employed or retained by Contractor in connection with the offered Scope of Work and Services of GEDA RFP 23-001.

ARTICLE 4: CONTRACTOR'S DUTIES AND RESPONSIBILITIES

Duties of the contractor include but are not limited to the Scope of Work and Services as agreed by the parties and outlined in Appendix A.

ARTICLE 5: COMPENSATION

- **5.0** GEDA shall compensate the contractor for services completed under this contract and defined by each task order issued to the contractor. All task orders shall be prepared by the Contractor, subject to the approval of GEDA. The first task order (Task Order 1) shall be for monthly services provided by the contractor to include the following:
 - (a) Messaging
 - Review, develop and execute a communications strategy to encompass GEDA programs, departments, working groups and stakeholder engagement in alignment with GEDA's mission

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- b. Media reporting and board communication reports
- c. Crisis communication and coordination with other entities of the government of Guam
- (b) Marketing
 - Develop strategies to amplify GEDA programs and promote community engagement, including use of social media, web-based and mobile tools as well as traditional media channels
 - b. Amplify GEDA's messages, programs and services through various channels
- (c) Project management Services
 - a. Overall strategic planning, administration and program oversight
 - b. Weekly attendance at progress meetings with GEDA
 - c. Contractor internal weekly work in progress meetings
 - d. Budget Management to include reporting, procurement and third party payables
 - e. Media planning and negotiations
 - f. Miscellaneous planning and execution of business and economic development related requests
- (d) Deliverables
 - a. Delivery of initiatives and measurable outcomes based on agreement with GEDA management on fiscal year plans and budget management and agreed initiatives and milestones to be achieved.

The monthly service fee for any and all services identified each month under Task Order 1 shall not exceed **FIVE THOUSAND DOLLARS (USD \$5,000)** per month.

- **5.1** The total compensation for the initial term of this contract shall not exceed **ONE HUNDRED AND FIFTY THOUSAND DOLLARS (USD \$150,000)**, subject to the availability of funds. The entire compensation of the Contractor for all services performed under this agreement shall include all out of pocket expenses incurred in rendering these services. The Contractor shall not be entitled to receive any additional compensation, reimbursement or other payment beyond the flat fee set forth in the task order.
- **5.2** The total amount of this contract for the initial term and any renewals shall not exceed **FIVE HUNDRED THOUSAND DOLLARS (USD \$500,000)** in the aggregate.
- **5.3** Services of the contractor shall be subject to the advice and approval of GEDA. Approval shall not relieve the Contractor of responsibility for adequacy of the services. The Contractor is solely responsible for the services described in such task orders. The Contractor shall, without an additional fee, correct or revise any portion of the deliverable work product if GEDA finds that such revision or correction is necessary to remedy errors or deficiencies for which offeror is responsible.
- **5.4** Refer to Section 9.0 in Article 9 of this contract for payment terms.

ARTICLE 6: CONTRACTOR'S TIME OF PERFORMANCE

- **6.0.** Time is of the essence of this contract, but the time for any act required to be done may be extended by the GEDA. The Contractor's delivery of initiatives and measurable outcomes will be determined in accordance with an agreed upon fiscal year plan and budget for the initiatives and milestones to be achieved for the support and development of this project.
- **6.1. Order to Stop Work.** The GEDA may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable

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to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the GEDA shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the "Termination for Default Clause or the "Termination for Convenience Clause of this contract.
- **6.2. Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:
 - (a) the stop world order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (b) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- **6.3. Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- **6.4. Adjustments of Price**. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

ARTICLE 7: ASSIGNMENT AND SUBCONTRACTING

Contractor will not assign this contract, or subcontract performance under this contract, in whole or in part without the prior written consent of GEDA in each instance. The consent by GEDA to any assignment or subcontracting shall not constitute a waiver of the necessity for consent to any subsequent assignment. This prohibition against any assignment shall be construed to include a prohibition against any assignment by operation of law. Notwithstanding any assignment, Contractor shall remain fully liable on this contract and shall not be released from performing any of the terms, covenants, and conditions of this contract.

ARTICLE 8: INDEMNIFICATION

GEDA shall not be responsible nor held liable for any injury, damage or loss to persons or property resulting from Contractor's performance or non-performance of its duties and services under this Agreement. Contractor shall indemnify, hold harmless and defend GEDA against all losses, liabilities, claims, actions, suits or complaints resulting from Contractor's performance or non-performance under this Agreement. If GEDA is forced to defend itself based upon the actions or inaction of Contractor, then Contractor must pay GEDA's attorney's fees and costs arising out of the action.

ARTICLE 9: GEDA'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

9.0. Payment Terms: Payment for goods and/or services will be made in monthly installments and tied to satisfactory progress of assigned tasks. Payment is due 30 calendar days from the date GEDA approves a received invoice, along with the requirements as stated in the agreed Scope of Work. In addition to payment, GEDA shall undertake to perform the following:

Contractor Initials _____

- **9.0.1. Provide Project Information:** GEDA shall provide Contractor with information regarding GEDA's requirements for the project including any desired or required design schedule.
- **9.0.2. Review of Documents:** GEDA shall review any documents submitted by Contractor requiring GEDA's decision and shall render any required decisions pertaining thereto.
- **9.0.3. Provide Notice of Defects:** In the event GEDA knows of any material fault or defect in the work, nonconformance with the Contract, or of any errors, omissions, or inconsistencies, then GEDA shall give prompt notice thereof in writing to Contractor.
- **9.0.4. Cooperation to Secure Permits, Licenses, Approvals, and Authorizations:** GEDA shall cooperate with Contractor in securing any necessary licenses, permits, approvals or other necessary authorizations for the project.
- **9.0.5. Timely Performance:** GEDA shall perform the duties set forth in this Article in a reasonably expeditious fashion to permit the orderly and timely progress of Contractor's Services and of the work.
- **9.1. Delay or Forbearance Not Waiver:** GEDA's agreement not to exercise, or is delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

ARTICLE 10: CHANGES AND EXTENSIONS OF TIME

- **10.0. Change Order.** By a written order, at any time, and without notice to surety, the GEDA may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
 - (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith.
 - (b) Scope of work to be performed
 - (c) method of shipment or packing; or
 - (d) place of delivery.
- 10.1. Adjustments of Price or Time for Performance. If any such change order increases or decreases the Contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
- **10.2.** Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (10.0.) (Change Order) of this clause, unless such period is extended by the GEDA in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the territory is prejudiced by the delay in notification.
- **10.3. Claims Barred After Final Payment.** No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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10.4. Other Claims not Barred. In the absence of such a change order, nothing in this clause shall be deemed to restrict the Contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, Claims Based on GEDA's Actions or Omissions, Notice of Claim Clause, or for breach of contract.

ARTICLE 11: MODIFICATION DUE TO PUBLIC WELFARE OR CHANGE IN LAW

- 11.0. GEDA shall have the power to make changes in the Agreement as a result of changes in law and to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare.
- **11.1.** GEDA shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services shall also be liberally construed to include, but is not limited to, the manner, procedures, operations, and obligations, financial or otherwise, of the Contractor.
- **11.2.** In the event of any future change in federal or Guam laws or GEDA materially alters the obligations of the Contractor, or the benefits to GEDA are altered, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, the Contractor or GEDA shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. GEDA and the Contractor agree to enter good faith negotiations regarding modifications to the contract, which may be required to implement changes in the interest of the public welfare or due to change in law.

ARTICLE 12: CLAIMS BASED ON GEDA'S ACTS OR OMISSIONS

- **12.0. Notice of Claim.** If any action or omission on the part of the GEDA requiring performance changes within the scope of the contract constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the contract in compliance with the directions of GEDA, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
 - (a) the Contractor shall have given written notice to the GEDA:
 - (i) Prior to the commencement of the work involved, if at that time the Contractor knows of the occurrence of such action or omission;
 - Within 30 days after the Contractor knows of the occurrence of such action or omission, if the Contractor did not have such knowledge prior to the commencement of the work; or
 - (iii) Within such further time as may be allowed by the GEDA in writing. This notice shall state that the Contractor regards the act or omission as a reason, which may entitle the Contractor to additional compensation, damages, or an extension of time. The GEDA, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the GEDA.
 - (b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and

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- (c) the contractor maintains and, upon request, makes available to the GEDA within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- 12.1. Limitations of Clause. Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders, which are clearly not within the scope of the contract.
- **12.2. Adjustments of Price**. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

ARTICLE 13: TERMINATION

- 13.0. Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the GEDA may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the GEDA, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the GEDA may procure similar supplies or services in a manner and upon terms deemed appropriate by the GEDA. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
 - **13.0.1.** Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the GEDA, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the territory has an interest.
 - **13.0.2. Compensation.** Payment for completed supplies delivered and accepted by the GEDA shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the GEDA; if the parties fail to agree, the GEDA shall set an amount subject to the Contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The GEDA may withhold from amounts due the Contractor such sums as the GEDA deems to be necessary to protect the GEDA against loss because of outstanding liens or claims of former lien

holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.

13.0.3. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-contractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the GEDA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the territory and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a sub-contractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the sub-contractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the GEDA shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to

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perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the GEDA under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contracts) "Termination". (As used in this Paragraph of this clause the term "sub-contractor" means sub-contractor at any tier.)

13.0.4. Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the GEDA, the contract shall be adjusted to compensate for such termination and the contract modified accordingly

subject to the Contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

- **13.0.5.** Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- **13.1. Termination for Convenience.** The GEDA may, when the interest of the GEDA so require, terminate this contract in whole or in part, for the convenience of the GEDA. The GEDA shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
 - 13.1.1. Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The GEDA may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the territory. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
 - **13.1.2. Right to Supplies and Materials.** The GEDA may require the Contractor to transfer title and deliver to the territory in the manner and to the extent directed by the GEDA:
 - (1) any completed supplies, materials, plans, drawings, media, data, images, videos, designs and all other things prepared by the Contractor for the GEDA as part of this Contract; and
 - (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The Contractor shall, upon direction of the GEDA, protect and preserve property in the possession of the Contractor in which the GEDA has an interest. If the GEDA does not exercise this right, the Contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 (U.S.C.G. §2706 is quoted at the end of this§6101(10)(d) Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.



13.1.3. Compensation.

- (1) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, the GEDA may pay the Contractor, if at all, an amount set in accordance with Subparagraph (3) of this Paragraph.
- (2) The GEDA and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the GEDA, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated.
- (3) Absent complete agreement under Subparagraph (2) of this Paragraph, the GEDA shall pay the Contractor the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:
 - a. contract prices for supplies or services accepted under the contract;
 - b. costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - c. costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph;
 - d. the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
- (4) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

ARTICLE 14: PRICE ADJUSTMENT

- **14.0. Price Adjustment Methods.** Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:
 - (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

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- (ii) by unit prices specified in the contract or subsequently agreed upon;
- (iii) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- (iv) in such other manner as the parties may mutually agree; or
- (v) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.
- **14.1. Submission of Cost or Pricing Data.** The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

ARTICLE 15: OWNERSHIP OF DOCUMENTS

Documents Considered GEDA's Property: The Contract Documents, including but not limited to, the drawings, specifications and other documents or things prepared by Contractor for the project, shall immediately become and be the sole property of GEDA. Any documents furnished by GEDA shall remain the property of GEDA. Contractor may be permitted to retain copies of the Contract Documents and any documents furnished by GEDA for its records with approval in writing of GEDA; provided, however, that in no event shall Contractor use, or permit to be used, any portion or all such documents on other projects without GEDA's prior written authorization.

ARTICLE 16: CONFIDENTIALITY

- **16.0. Information.** Unless otherwise prohibited by law, the parties shall not disclose any documents, materials or information, whether verbal, written, recorded magnetic media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this contract. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by the parties to safeguard the confidentiality of the Information in conformance with any applicable statute and regulation.
- **16.1.** The parties shall keep copies of the Information for so long as requested and the provisions of this section shall remain in effect as long as the parties agree. All of the information shall be returned promptly after use and all copies or derivations of the Information shall be physically and all copies or derivations of the information shall be physically and/or electronically destroyed. The parties shall include a letter attesting to the complete return of information and documenting the destruction of copies and derivations with the returned Information.
- **16.2.** The Contractor shall not enter into any agreements or discussions with a third party concerning such Information without the prior written consent of GEDA, except if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement. GEDA will not provide information concerning the Contractor without Contractor's prior written consent.
- **16.3**. It is specifically provided that the limitations contained in this Paragraph "a" shall not apply (i) to the extent required by applicable law, (ii) to the extent that any information is now or hereafter becomes part

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of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective court order, issued by a court of competent jurisdiction.

ARTICLE 17: NONDISCRIMINATION

As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any work under this Contract, Contractor, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended.

ARTICLE 18: DISPUTES

- **18.0.** All controversies between the GEDA and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the GEDA in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided, however, that if the GEDA does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.
- **18.1.** The GEDA shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- **18.2.** Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision in the Office of Public Accountability. It is understood that disputes concerning money owed to Contractor by the GEDA are to be resolved pursuant to the Government Claims Act.
- **18.3.** The Contractor shall comply with any decision of the GEDA and proceed diligently with performance of this Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the contract by the GEDA; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the GEDA has made a written determination that continuation of work under the Agreement is essential to the public health and safety.

ARTICLE 19: REMEDIES

Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

ARTICLE 20: REQUIRED CLAUSES

20.0. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, GEDA shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price of consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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- 20.1. Warranty against Employment of Sex Offenders (Public Law 28-98:2). Contractor warrants that no person providing services on behalf of Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry. If any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will immediately be removed from working at said agency and the Authority be informed of such within twenty-four (24) hours of such conviction.
- **20.2. Representation Regarding Gratuities and Kickbacks.** Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.
- 20.3. Representation Regarding Ethical Standards for Government and former Government Employees. Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- **20.4 Multi-Year Service Contract.** Contractor represents that it will comply with the most recent listing of the Wage and Benefits Determination for Guam promulgated by the U.S. Department of Labor as set forth in 5 GCA §§5801, 5802 (see Appendix B).

ARTICLE 21: MISCELLANEOUS PROVISIONS

- 21.0. Governing Law Venue: This Contract shall be governed by and construed in accordance with the laws of Guam.
- **21.1. Successors and Assigns:** This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and, except as otherwise provided in this Contract, their assigns.
- **21.2. Notices:** Any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be affected by personal delivery in writing, email or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing herein but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.
- **21.3. Severability:** If any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.
- **21.4. Counterparts:** This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.
- **21.5. Captions:** The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

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- **21.6.** Entire Agreement; No Oral Modifications: This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties. If the amendments or modifications materially alter the obligations of the parties under the Agreement, the parties shall be entitled to an adjustment in the rates and charges established under the Agreement.
- **21.7.** Independent Contractor. Contractor is deemed an Independent Contractor. For purposes of the Government Claims act and otherwise, Contractor, its officers, and employees, assigns, subcontractors and agents shall not be considered an employee or agent of the GEDA with respect to any act performed by it with respect to this contract. There shall be no employee benefits provided under this contract neither shall there be vacation or sick leave, participation in the Government of Guam retirement system, insurance coverage or bonding, use of government vehicles, or receipt of any other benefits accorded to Government of Guam employees as a result of this Agreement and there shall be no withholding of taxes by GEDA.
- 21.8. Force Majeure; Acts of God. Except as otherwise provided herein, the parties agree that neither shall be liable for damages for failure to furnish or a delay in furnishing any service under this agreement, when such failure or delay is caused in whole or in part, by war, insurrection, civil disturbance, riots, acts of God, governmental action, alterations, strikes, lockouts, or picketing (whether legal or illegal), inability to obtain electricity, fuel, or supplies, accidents, casualties, or any other act or cause beyond the reasonable control of a Party. In which case, any such failure or delay in furnishing any service shall be without any liability.

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IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year appearing by their respective signatures.

RUDER INTEGRATED MARKETING STRATEGIES	
STEVE RUDER President 674 Harmon Loop Rd, #312, Dededo, GU, 96929	11/29/2023 DATE
GUAM ECONOMIC DEVELOPMENT AUTHORITY Approved as to form:	
Legal Counsel	DATE
CARLOS BORDALLO Deputy Administrator GUAM ECONOMIC DEVELOPMENT AUTHORITY 590 Marine Corps Drive, STE 511	DATE
ITC Building, Tamuning. Guam 96913 Certification of Funds: Subject to the availability of fundation Development Authority Board of Directors approved F	
Certifying Officer	DATE

APPENDIX A: SCOPE OF SERVICES

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The following services will be refined for each Task Order issued. Services will be provided to support the Integrated Marketing Communications and Engagement project for the Guam Economic Development Authority. These services include but is not limited to:

- 4.1.1 Provide full agency services, including marketing and communication consultation and planning, public relations, communications expertise, creative development, account management, production management, media planning, procurement and analysis, stakeholder communications and execution of projects.
- 4.1.2 Develop an overall strategy for advertising and promotion communication to support the development and management of marketing and efforts to help establish GEDA and promote Guam as an investment destination.
- 4.1.3 Support GEDA with communications on multiple platforms through public outreach and public relations efforts on both local and global levels.
- 4.1.4 Provide strategic campaign support for agency programs to include planning, development and execution, multi-channel outreach, and the development of branded collateral.
- 4.1.5 Provide a communications plan with budget projections and activities with clearly indicated performance indicators for task orders as assigned.
- 4.1.6 Provide monthly reports to include, but not limited to work performed, contacts, media buys, marketing campaigns, product development, industry outreach, media and public relations, and other activities.

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APPENDIX B: CONTRACTOR DOCUMENTS (PROPOSAL, BUSINESS LICENSE, AFFIDAVITS)



PUBLIC COMMENTS ADJOURNMENT

