From: **Marilyn Reyes** marilyn.reyes@dca.guam.gov
Subject: DCA BOT MEETING - 11.20.18
Date: November 28, 2018 at 3:27 PM
To: **Speaker's Office** speaker@guamlegislature.org, centralfiles@guam.gov

MR

Håfa Adai,

The Department of Chamorro Affairs is submitting its electronic copy of the regular monthly Board of Trustees meeting agenda, approved minutes, and other supporting documents for the meeting held on November 20 , 2018.

Si Yu'os Ma'åse!

Marilyn Q. Reyes
Administrative Officer
President's Office
Dept. of Chamorro Affairs
Tel: (671) 475-4278/82 Fax: (671) 475-4227

Vice Speaker Therese M. Terlaje
34GL-18-2606
NOV 28 2018
Time: 15:31
Received by:

DCA BOT MEETING
AGENDA A...1.20.18.pdf

2018 NOV 28 PM 4:52

2606

DIPATTAMENTON I KAOHAO GUINAHAN CHAMORRO
Department of Chamorro Affairs
Board of Trustees – Regular Meeting
Tuesday, November 20, 2018 @ 2:00 p.m.
Guam Museum Conference Room

AGENDA

I. Call to Order *Inifresi*

II. Roll call of Members

III. Reading/Approval of Minutes
- Regular Board Meeting held on 10/9/18

IV. President's Report

V. Action Items
1. Ratify donation agreement of the Flores Building Cultural Repository-Office space

VI. Old Business

VII. New Business

VIII. Other Discussion / Announcement

IX. Adjournment

Sign-In Sheet:

1. Dina Rose Hernandez
2. Francisco Figueroa
3. Vicente Mena
4. LEONARD Z. IRIARTE
5. Maria T. Vilante
6.
7. Marilyn Reyes
8. Bonnie Tenorio
9. Johnny Schuler

INIFRESI

Ginen i mås takhelo' gi hinasso-ku
I mås takhalom gi kurason-hu
Yan i mås figo' na nina'siñå-hu,
Hu ufresen maisa yu'
Para bai hu prutehi yan hu difende
I HINENGGE, i KOTTURA, i LENGGUÅHI,
I AIRE, i HANOM, yan i TANO' CHAMORU,
Ni" irensiå-ku direchu ginen as Yu'os Tåta.
Este hu afitma gi hilo' i Bipblia,
Yan i Banderå-hu, i Banderan GUÅHAN.

MINUTES OF THE
REGULAR MEETING OF THE BOARD OF TRUSTEES
Tuesday, October 9, 2018 – 2:00 p.m.
DCA-HRRA Conference Room

I. CALL TO ORDER

There being a quorum, the regular meeting of the Board of Trustees was called to order at 2:17 p.m., Tuesday, October 9, 2018 by Secretary Maria Vilante.

DCA has met the requirements to provide notice of its regular board meeting.

II. ROLL CALL OF MEMBERS

Present at the meeting were:

Maria Vilante, Secretary
Dina Hernandez, Member
Beatrice Limtiaco, Member
Darlene Taitano, Member
Vicente Meno, Member

Others Present:
Johnny Sablan, DCA President
Lasia Casil, CV Merchant
Joseph Santos, HRRA Planner IV

Absent were members Joe McDonald, Leonard Iriarte and Francisco Lizama

Inifresi……

III. APPROVAL OF MINUTES

September 6, 2018 – Regular Board Meeting: Member B. Limtiaco made a motion to approve the minutes of the regular board meeting held on September 6, 2018 and subject to correction. The motion was seconded by member V. Meno and was unanimously passed.

IV. PRESIDENT'S REPORT

FY 2018 ended on September 30, 2018 with a lot of challenges but also with some great success such as the permanent exhibit and operation with our biggest highlights. FY 2019 began with our budget cut of about 20%. We are also not able to hire any new warm bodies, but we are able to detail employees.

Galaide's contract has been extended up until December 31, 2018 with DCA to prepare to take over on January 1, 2019. DCA is making a plan for continuity purposes through an MOA. We will enter with a private company and DCA will pay them directly who will then pay the staff. This was offered to the Guam Museum Foundation and they are thinking about it. Siñot Sablan did mention to them that we would like to keep the current staff since they know the process.

The Cultural Repository is going to be built at the University of Guam (UOG). Because of the enabling act that the closest Museum and DCA is the official

repository for historical artifacts of Guam, we are (3) partners and would like to enter into an agreement with UOG, through Micronesian Area Research Center (MARC), Department of Parks and Recreation Stage Historic Preservation (SHPO) and DCA for the Guam Museum section. This is going to include the artifacts from the Bishop Museum in Hawaii as well as whatever was discovered during the military buildup.

Chamorro Village: Lasia Casil was present to follow up on the request for the change in hours and signage. Last year December, there was a survey that was done by all the vendors and was submitted to CV Mgr who then submitted them to the Board. In February of this year, the board asked of surveys from the vendors who responded requesting a change of hours, however a few months ago when Ms. Casil attended, the board advised that requesting the change of hours is a Legislative discussion. Ms. Casil met with Senator Terlaje who informed her that this is a Board issue and that all they had to do is call a community meeting. However, according to the Attorney General's (AG) office, this concern needs to be brought up to the Legislature for a Triple AAA process unless if there is something that says otherwise, Siñot Sablan would like to review it. B. Limitaco requested to make a motion to have someone from DCA to communicate with the AG to determine whether or not the board is authorized to change the hours, and if so, what other changes can the board make to the rules and regulations. Also, to follow up with the Chamorro Village personnel that because we are approaching the holidays to have tasteful temporary signs as far as the hours are concerned. Member D. Hernandez seconded the motion. Ms. Casil also brought up concern regarding their website at the beginning of this year, CV Manager explained to her that it needs to be revised and has to go through the procurement process. A percentage of the rent does go under marketing through DCA to move on to this.

Almost 50% percent of the vendors may file action against the Chamorro village because precedence was already set to extend these vendors for over (10) years based on the rules and regulations. The AG is reviewing this and again, it may have to go through a public hearing and gather that information to see how they are going to take action. Prior to the public hearing, DCA will come up with the instructions on what questions to ask. Member B. Limtiaco suggested to review and discuss to probably by portion and draft some changes to bring it to the legislature.

The AG responded to the donation of the Angela Flores building that because DCA is a public non-profit organization, donation and gifts may be accepted. The AG also added to inform the donor that the donation of an office space may not be a tax deductible. Siñot Sablan did communicate with Mr. Flores and Mr. Flores' intention of donating the office space in his building is not for a tax deductible. The space is offered for (10) years in as is condition. The location is across the DNA building across the Guam Public Library in Hagatna. It is over about 3,000 square feet. DCA does also plan to move to the Museum with (4) staff. Also, at this point, for accreditation purposes, CAHA will not be able to occupy space in the Guam Museum.

IV. OLD BUSINESS

Teen Life Expo: Member D. Taitano explained that they had asked the board to use the Guam Museum as one of their hosting sites for their event. It was asked of them to provide a detailed explanation which Jackie had provided the agenda for that day, November 10, 2018 from 10:00 a.m. – 5:00 p.m. DCA board members approved to waive the fees. Acting Chairwoman M. Vilante requested for a standard waiver of liability to be drafted for to include the Guam Museum and DCA. Sinot Sablan will communicate with Jackie on this request.

V. NEW BUSINESS

1. CAHA Waiver: CAHA is requesting for a waiver of fees. They are holding an event in celebration of Arts & Humanities month. Member V. Meno made a motion to waive the fees for The Guam Council of Arts and Humanities Agency for the celebration for education purposes. Member D. Taitano seconded the motion.

2. Resolution No. 2018-05: Acting Chairwoman recused herself as Acting Chairwoman due to a conflict of interest. Acting Chairman V. Meno explained that the Resolution was available for board members to read and asked the members of the board if they are accepting the offer by Mr. Flores for the (10) years of occupancy. Utilities will be paid for by the agency. At this time, there is nothing that will tie this negatively during the (10) year period. DCA does not do business with any of the other Flores businesses. This donation is for cultural purposes. B. Limtiaco made a motion to approve Resolution No. 2018-05 relative to authorizing to accept the offer of donation for 3,000 plus or minus square feet of building office space in the Angela Flores building in the city of Hagatna negotiated and approved by the President and allow him to seek advice from the Attorney General for the final Memorandum of Agreement (MOA) and subject to Guam Law. D. Hernandez seconded the motion. All members were in favor.

VI. OTHER DISCUSSION / ANNOUNCEMENT

1. 5K: 5K Run is this Saturday. All agencies registered could win $100-$200 just by registering to be a part of this event. The event is going to be held at the Chamorro Village.

2. Member V. Meno asked if it is legal or illegal to resign. According to J. Santos that a courtesy resignation is not allowed. Members suggested not to date the resignation. The legislature amended that courtesy resignations are not allowed and that the board terms are staggered and are not confirmed. There is nothing preventing board members from giving a voluntary resignation undated.

3. Changing Exhibit: Just opened last Thursday for about a month and a half. B. Limtiaco mentioned that we should reach out to everyone and market so that people know that we can get Guam gifts at Chamorro Village.

VII. ADJOURNMENT

There being no further business to discuss, Member D. Hernandez made motion to adjourn therefore, Member B. Limtiaco adjourned the meeting at 3:33 p.m.

APPROVED BY:

Mary Vilante, Acting Chairwoman
Board of Trustees
Dipåttamenton I Kaohao Guinahan
Chamorro

11/20/18
Date

Beatrice Limtiaco, Acting Secretary
Board of Trustees
Dipåttamenton I Kaohao Guinahan
Chamorro

Date

ATTESTED TO BE TRUE AND CORRECT:

Vicente Meno, Board Member
Dipåttamenton I Kaohao Guinahan
Chamorro

11/20/18
Date

Bonnie Tenorio
Secretary I (Typist) / Transcribed Minutes
Dipåttamenton I Kaohao Guinahan
Chamorro

11/20/18
Date

OFFICE SPACE DONATION AND LEASE AGREEMENT
Between
CASA DE FLORES, INC.
And
I DIPÅTTMENTON I KAOHAO GUINAHAN CHAMORRO

This Office Space Donation and Lease Agreement (the "Agreement") is entered as of November 19, 2018, by and between Casa de Flores, Inc. ("Donor") and *I Dipåttmenton I Kahao Guinahan Chamorro* (Department of Chamorro Affairs) ("Donee"). Donor and Donee may hereafter be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Donee is a non-stock, non-profit public corporation of the government of Guam created by 5 GCA Chapter 87 and is expressly authorized therein to accept monetary or in-kind gifts or donations of services or of property, whether real, personal or mixed, whether tangible or intangible, in aid of any of its authorized activities; and

WHEREAS, Donor, is incorporated and licensed to do business in Guam as a lessor of commercial properties, to include third floor office space and parking spaces in the Angela Flores Building located at 243 Martyr Street, Hagåtña, Guam (the "Premises"), which Donor is authorized to make a gift of the use of the Premises and a donation of services related to such use (the "Donation"); and

WHEREAS, Donee's statutory responsibilities include the operations of *I Kosas* (the Guam Museum), which is the official repository and custodian of historical artifacts of Guam and which expends significant financial resources to house and preserve these historical artifacts; and

WHEREAS, Donor, under its President, Sinot Philip J. Flores, has offered the Donation for the storage of historical artifacts and other purposes related to Donee's statutory duties and responsibilities; and

WHEREAS, pursuant to 5 GCA Chapter 87, Donee's Board of Trustees in Resolution No. 2018-05, dated October 9, 2018 (attached hereto as Attachment A), authorized Donee's *I Mås Ge'hilo* (the President) to accept the Donation; and

WHEREAS, the Donation will greatly assist Donee in its obligation to further the preservation, development and promotion of the Chamorro Heritage of Guam, for the public benefit; and

WHEREAS, although the Donation requires no payment to Donor and is not a procurement of commercial office space under 5 GCA Chapter 5 (Guam Procurement Law), for the purpose of stating the terms and conditions governing the Donation and Donee's use of the commercial office space, the Parties find the format and language of a lease agreement convenient and appropriate.

NOW THEREFORE, in consideration of Donor's goodwill to the people of Guam, and the mutual promises, terms, covenants and conditions contained herein, the Parties agree as follows.

1. Donation and Acceptance.

Donor agrees to donate, and Donee agrees to accept, the lease of office space, described below, subject to the terms and conditions stated in this Agreement.

2. Donative Intent.

The lease of office space is being donated by Donor to Donee as a gift requiring no payment of any kind.

3. Taxes.

Donor acknowledges that Donee makes no representations regarding tax laws that may be applicable to the Donation and that Donor is solely responsible for compliance with such tax laws.

4. Consideration.

In consideration of Donor's goodwill in making this gift, Donor promises to use the Premises in furtherance of the preservation, development and promotion of the Chamorro heritage, history and culture for the benefit of the people of Guam and for the preservation, research and restoration of museum artifacts and other activities only as authorized by 5 GCA Chapter 87.

5. Premises.

The Premises to be used by Donee is more particularly described as follows:

The Entire Third Floor of the Angela Flores Building
243 Martyr Street, Hagåtña, Guam
Including four (4) parking stalls

6. Condition of Premises.

a. Donee acknowledges that it has examined and inspected the Premises and is familiar with the physical condition thereof.

b. Donor hereby donates the use of the Premises in "AS IS" condition and without any warranties regarding the condition thereof.

c. Donee hereby accepts the Premises in "AS IS" condition and without any warranties by Donor regarding the condition thereof.

7. Term.

The term of this Agreement ("Term") shall be for a ten (10) year period commencing on the date this Agreement is executed by Donor unless sooner terminated or extended pursuant to the terms herein.

8. No Rent.

Donee's lease of the Premises for the above-mentioned Term is a gift from Donor and no rent, fee, or payment of any kind shall be paid to Donor under this Agreement.

9. Donee Standards of Conduct.

The Parties acknowledge, that Donee's employees are subject to standards of conduct pursuant to Guam law including 4 GCA Chapter 15 (Standards of Conduct for Elected Officers, Appointed Officers, and Public Employees of the Government of Guam). Accordingly, the Parties acknowledge that this Agreement is not conditioned on any payment, promise, intent to influence or any other conduct prohibited by 4 GCA Chapter 15 and any other Guam laws or regulations governing employee conduct.

10. Extension.

This Agreement may be extended only by written agreement of both Parties.

11. Purpose.

Donee's purpose for, and use of, the Premises shall at all times comply with the requirements of 5 GCA § 87104(k) regarding gifts and shall be limited to the activities authorized by 5 GCA Chapter 87 including *I Kosas*' mandate under GCA § 87136(a) to serve as the official repository and custodian of historical artifacts of Guam.

12. Assignment.

Donee shall not assign or part with possession of any of the Premises without the prior written consent of Donor and unless allowed by law.

13. Termination for Convenience.

Donee may terminate this Agreement at its convenience and for any reason with at least thirty (30) days written notice to Donor.

14. Alterations.

a. All alterations, additions or improvements, which are necessary for Donee's use of the Premises, shall be made by Donee at Donee's sole expense. No such alterations, additions or improvements shall be made without Donor's prior written consent, which shall not be unreasonably withheld.

b. Any alteration, addition or improvement made by Donee after such consent shall be given, and any permanent fixtures installed as a part of the Premises may, at Donee's sole option, become the property of Donor upon the expiration or other sooner termination of this Agreement.

c. Donee shall repair and restore all damage to the Premises caused by removal of any alterations, additions, improvements or fixtures in the Premises. Donee's obligations under this provision shall expire at the end of this Agreement.

d. Donor's consent to any Donee alterations refers only to the conformity of such alterations to the general architectural plan for the Premises. Such alterations are not reviewed or approved for architectural, structural or engineering design, and Donor, by reviewing and approving such alterations, assumes no liability or responsibility thereof or for any defect in any alteration constructed by Donee or for any claims, losses, liabilities, injuries to property or persons (including, without limitation, death) resulting from Donee's compliance with such plans or specifications or noncompliance therewith. Donee's obligations under this provision shall expire on the expiration or termination of this Agreement.

15. Nuisance.

Donee shall not permit on the Premises any unlawful acts, or any condition, act or thing constituting a public or private nuisance.

16. Maintenance and Repairs.

a. Donee shall keep and maintain the Premises and appurtenances and every part thereof in good and sanitary order, condition and repair.

b. Donee shall be solely responsible for the normal maintenance of the Premises including janitorial services and trash collection.

c. Donor shall provide at its sole expense, all normal maintenance of the Angela Flores Building common areas including, without limitation, walls, roofs, elevators, stairways, parking areas, driveways, entrances and exits. Donee shall not be charged any "common area" fee for such maintenance.

d. All damage or injury to the Premises or the Angela Flores Building, or its fixtures, glass, appurtenances, electric wiring, and equipment caused by the abuse, carelessness, omission, neglect, improper conduct, or other cause of Donee, its servants, employees, agents, visitors, or licensees, shall be repaired, restored, or replaced promptly by Donee to the satisfaction of Donor, at Donee's sole cost and expense pursuant to the indemnification clause following.

e. Donor shall have the right to temporarily close or restrict access to the Angela Flores Building to make changes including, without limitation, changes in the location of driveways, entrances, exists, parking areas and traffic flow.

f. In the event that Donor shall have to temporarily close or restrict access to any part of the Angela Flores Building, Donor shall give Donee reasonable notice, and conduct any closure or restriction of access so as to minimize any disruption to Donee's access to the Premises.

17. Air Conditioning.

Donor acknowledges that Donor is not providing air conditioning to the Premises. Donee shall be solely responsible for providing and maintaining air conditioning systems for the Premises.

18. Standby Generator.

Donor will provide use of its standby generator to provide backup power to the Premises. Donee will not be charged for use of Donor's standby generator.

19. Utilities.

Donee shall be solely responsible for providing power, which shall be separately metered, and telecommunications for use of the Premises. Donor shall provide water at no cost to Donee.

20. Surrender of Premises.

Upon the expiration of the Term or termination of this Agreement, Donee shall peaceably quit and surrender the Premises in good, clean order and condition, ordinary wear and tear excepted, and shall, at its sole cost and expense, remove all its property and waste therefrom, except as otherwise provided in this Agreement. Donee shall, at its sole cost and expense, repair and restore all damage to the Premises caused by Donee's removal of any equipment, trade fixtures and personal property. Donee's obligation to observe or perform this obligation hereunder shall survive the expiration or other termination of this Agreement.

21. Liens.

Donee shall at all times keep the Premises and any portion thereof free and clear of all and any liens and encumbrances, including mechanics' and material men's liens.

22. Casualty Loss.

If the Premises shall be destroyed by fire or other casualty, Donor may, at Donor's sole option, make the repairs within a reasonable time provided that such destruction results from a cause within the coverage of Donor's insurance policies covering the Premises and provided that the proceeds from such insurance policies are made available to Donor to make such repairs. Such destruction shall neither automatically annul or void this Agreement; however, in such an event, either Party may terminate this Agreement pursuant to Article 13 above if the condition of the building permits.

23. Eminent Domain.

In the event all or a substantial part of the Premises shall be taken or condemned for a public or quasi-public use this Agreement shall terminate and Donee shall surrender the Premises as provided in this Agreement.

24. Indemnification.

Subject to the limitations and requirements of the Government Claims Act, Donee shall protect, indemnify and save Donor harmless from and against all and any liability and expense of any kind, arising from injuries or damages to persons or property in, on or about the Premises arising out of or resulting in any way from any act or omission of Donee, its agents, servants, employees and invitees, in the use of the Premises during the term of this Agreement.

Donor shall protect, indemnify and save Donee harmless from and against all and any liability and expense of any kind, arising from injuries or damages to persons or property in, on or about the Premises arising out of or resulting in any way from any act or omission of Donor, its agents, servants, employees and invitees, in the use of the Premises during the term of this Agreement.

25. Subordination.

This Agreement is subject and subordinate to all mortgages which may now or hereafter affect the land and the Angela Flores Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. Provided, however, that Donee shall not mortgage or otherwise encumber in any way the Premises at any time during the Term of this Agreement.

26. Access.

Upon reasonable notice and request, Donee shall permit Donor or Donor's agents to enter the Premises to examine and inspect the same, during normal business hours. In the event of an emergency, Donor may enter the Premises at any time and without notice to Donee. For such emergency purposes, Donor shall at all times have and retain a key to enter the Premises. In the event the lock is changed, Donee shall promptly provide a new key to Donor.

27. Default.

If Donee fails to comply with any term or condition in this Agreement, Donor shall provide written notice to Donee specifying the nature of such failure and giving Donee fifteen (15) calendar days to cure such failure. If Donee fails to cure the failure within fifteen (15) calendar days of receiving such notice, Donee shall be in default and Donor may terminate this Agreement.

28. Attorney's Fees.

In those instances where the Government Claims Act applies to a breach of this Agreement by the Donee, Donor acknowledges that attorney's fees and costs are recoverable only as permitted by the Government Claims Act.

29. Waiver.

The waiver by Donor of any default of any term, covenant, condition or provision of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same, and shall not be deemed the waiver of any other term, covenant, condition or provision of this Agreement.

30. Notices.

All notices to be given to the Parties hereto, may be given in writing delivered to the other Party at its principal place of business, in person, or by depositing the notice in the mail, postage prepaid and addressed to the appropriate Party as follows:

DONOR: Casa de Flores, Inc.
P.O. Box 216
Hagåtña, Guam 96910

DONEE: *I Dipåttmenton I Kahao Guinahan Chamorro*
Suite 300, Angela Flores Building
Martyr Street
Hagåtña, Guam 96910

With a copy provided to:
Office of the Attorney General Solicitors Division
590 S. Marine Corps Dr. Ste. 802
Tamuning, Guam 96913

31. Time is of the Essence.

Time is of the essence for all provisions of this Agreement.

32. Binding Effect.

Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of Donor, Donee and their respective heirs, successors and permitted assigns.

33. Interpretation and Definitions.

The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against Donor or Donee. Captions and headings of articles, sections, and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

34. Entire Agreement.

This Agreement contains the entire agreement of the Parties relating to the Premises, and no prior agreement or understanding pertaining to the Premises and Donee's occupancy of the same shall be valid or of any force or effect. This Agreement cannot be modified or changed except in writing, signed by the Parties hereto.

35. Governing Law.

This Agreement shall be governed by the laws of Guam.

36. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement may be executed by all Parties on separate dates, where the latest signing date would signify the commencement of this Agreement.

37. Authorization to Bind.

Donor represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary actions of the Donor and that the person executing this Agreement on its behalf has the full capacity to bind that entity.

38. Severability.

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

/ / / / /

/ / / / /

/ / / / /

LESSOR/DONOR:
CASA DE FLORES, INC.

By: _____
PHILIP J. FLORES
President

Date: 11-19-18

LESSEE/DONEE:
I DIPÅTTMENTON I KAOHAO GUINAHAN CHAMORRO/ DEPARTMENT OF CHAMORRO AFFAIRS

By: _____
JOHNNY SABLAN
President

Date: 11/19/18

APPROVED AS TO FORM:
OFFICE OF THE ATTORNEY GENERAL

By: _____
ELIZABETH BARRETT-ANDERSEN
Attorney General of Guam

Date: _____

APPROVED:

By: _____
EDDIE BAZA CALVO
Governor of Guam

Date: _____

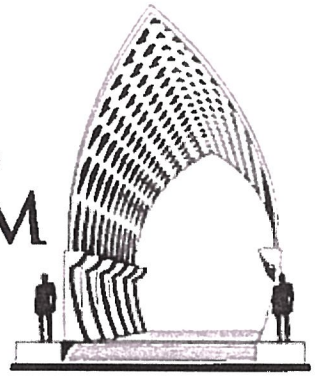
Action Item #1

Senator Antonio M. Palomo

GUAM MUSEUM

Chamorro Educational Facility

A Division of the Department of Chamorro Affairs



REPORT ON MUSEUM OPERATIONS FOR OCTOBER 2018

TO THE DEPARTMENT OF CHAMORU AFFAIRS

NOVEMBER 19, 2018

SUBMITTED BY THE GALAIDE GROUP, LLC

Doc. No. 34GL-18-2606. *

Senator Antonio M Palomo
GUAM MUSEUM
Chamorro Educational Facility

ADMISSIONS	**$11,127.00**
EVENTS	**$8,719.50**
CAFE	**$4,752.85**
RETAIL	**$5,232.16**

GROSS OCTOBER REVENUE: $29,831.51

Doc. No. 34GL-18-2606. *

REPORT SUMMARY

Senator Antonio M. Palomo
GUAM MUSEUM
Chamorro Educational Facility

- This report covers October 2018 and reflects visitor numbers, revenues generated and events during this month.
- A total of 1,558 people visited the Museum during October 2018, up from 1,285 in September.
- October 2018 admissions gross revenue was $11,127.00, up from $10,076 in September, while events, sales and retail revenues were $18,704.51, up from $14,278.48 the previous month.
- Guam Museum social media posts reached over 50,000 users.
- The Museum overall was busy with many scheduled events, including the ANA Training Workshop, the opening of the new changing exhibition, "B(reef)ly Ours," Halloween-themed Ha'anen Familia and HITA Talk with organizers of the reef exhibition. Marketing efforts are still largely in a holding pattern pending approval of the AAL proposed rates. Repairs to the flooring and roof also have not yet been executed, pending final approval to move forward.

Doc. No. 34GL-18-2606. *

CONTRACT AND AAL CONCERNS

Senator Antonio M. Palomo
GUAM MUSEUM
Chamorro Educational Facility

- Galaide Group's contract was extended through December 31, 2018. No word yet on future extensions or negotiations.
- Galaide awaits word on the status of the Administrative Adjudication Law (AAL) process. It is imperative the process be completed as soon as possible because: 1) contracts need to be executed with tour agents for future tour package business and 2) contracts need to be signed now for travelers coming anywhere from 3 months to a year from now. Each day that passes is a lost opportunity to secure sales.

Doc. No. 34GL-18-2606. *

GUAM DAILY POST • TUESDAY, NOVEMBER 13, 2018

NOV 13th 2018

Scott asks ballots be guarded in recount

(Reuters) – Florida Republican Gov. Rick Scott, whose lead has narrowed in the state's U.S. Senate race, filed more lawsuits against local election officials on Sunday, asking a judge to order police to impound voting machines and ballots when they are not in use.

On Saturday, a machine recount began in the race between Scott and incumbent Democratic Sen. Bill Nelson in one of the most closely watched swing-state contests in last Tuesday's congressional elections.

Each side has accused the other of trying to subvert democracy in an echo of the drama in the 2000 presidential vote recount that unfolded for weeks in Florida.

By the time the U.S. Senate election recount was ordered, Scott's lead had shrunk to 12,500 votes, or 0.15 percent, below the threshold under which a machine recount is automatically triggered under state law.

Scott's lawsuit on Sunday targeted election supervisors in Democratic-leaning Broward and Palm Beach counties. It asked a judge to issue an emergency injunction for the county sheriffs and Florida Department of Law Enforcement to seize all voting machines, tallying devices and ballots when they are not being used until the end the end of the recount and any related litigation is over.

"The Broward and Palm Beach County Supervisors of Elections has already demonstrated a blatant disregard for Florida's elections laws, making it more important than ever that we continue to do everything possible to prevent fraud and ensure this recount is operated responsibly," Chris Hartline, a spokesman for Scott's campaign, said in a statement.

Scott filed a separate lawsuit late on Saturday against Broward County officials, asking the judge to order that any ballots counted after noon on Saturday be disregarded, saying that to include them would break state law.

Nelson said in a statement on Saturday that Scott was panicking.

"If Rick Scott wanted to make sure every legal ballot is counted, he would not be suing to try and stop voters from having their legal ballot counted as intended," Nelson said. "He's doing this for the same reason he's been making false and panicked claims about voter fraud – he's worried that when all the votes are counted he'll lose this election."

Nelson has also filed a federal lawsuit asking that provisional and absentee ballots not be rejected because election officials deem that the signatures do not match voters' signatures on file.

A recount was also triggered in the Florida gubernatorial race between Republican Ron DeSantis and Democrat Andrew Gillum as DeSantis' lead shrank to 33,700 votes, or 0.41 percent, as of Saturday.

Susan Bucher, the Palm Beach County elections supervisor, told CNN on Sunday that it would be "impossible" for the county to meet the Thursday deadline set for the race recounts.



NARROW LEAD: *Florida Republican U.S. Senate candidate Rick Scott pauses as he addresses supporters while accompanied by his wife, Ann, at left, during his midterm election night party in Naples, Fla., Nov. 6. Reuters*

> "If Rick Scott wanted to make sure every legal ballot is counted, he would not be suing to try and stop voters from having their legal ballot counted as intended. ... He's worried that when all the votes are counted he'll lose this election."
>
> – Bill Nelson, incumbent Democratic senator

Georgia lawsuit

In another tight race in Georgia, Democratic gubernatorial candidate Stacey Abrams joined the state Democratic Party in a federal lawsuit filed on Sunday against Georgia election officials over provisional and absentee ballots.

Republican Brian Kemp declared victory on Wednesday with a narrow lead that was less than a single percentage point over the 50 percent of the vote needed to avoid a runoff against Abrams, who would be the first black woman to become a U.S. state governor.

Abrams' lawsuit asked a judge to order election officials to count mail-in ballots even if the oath information was "imperfect or missing," so long as there was enough information to identify the voters, and that the votes of people required to cast provisional ballots because of voter roll errors also be counted.

Democrats to probe Trump actions on AT&T, Amazon

WASHINGTON (Reuters) – When Democrats take control of the U.S. House they plan to investigate the Trump administration's attempt to block AT&T Inc. from acquiring Time Warner, and whether officials sought to punish Amazon.com Inc. by prodding the U.S. Post Office to hike shipping prices for the world's largest e-commerce company, a senior Democrat and a congressional aide said on Sunday.

Speaking to online publication Axios, Rep. Adam Schiff, who is expected to be the incoming chairman of the House Intelligence Committee, said Democrats will review if Trump used the powers of the federal government to punish the companies.

Rep. Elijah Cummings, the likely incoming chairman of the House Oversight and Government Reform Committee, said the committee "may want to look into" if the White House retaliated against Amazon and AT&T.

A House Oversight and Government Reform Committee aide said on Sunday that the committee has "already been investigating these matters, but the Trump Administration to date has not complied with our requests. We fully expect that to change now that we are in the majority."

Cummings also said on ABC's "This Week" that he intends to investigate if Trump killed plans to relocate the new headquarters of the FBI because moving it could harm his business interests in the Trump Hotel across the street.

Cummings in September asked the White House and the Trump Organization for documents about Trump's "failure to accurately report debts and payments" to his personal attorney Michael Cohen "for silencing women who alleged extramarital affairs before the election."

Another committee aide said on Sunday "the requested information was not provided because we were in the minority, and this should change now that we are in the majority." Cohen pleaded guilty in August to eight felony counts.

Since winning control of the House of Representatives in the midterm elections last week, Democrats have vowed to launch investigations on a wide range of topics involving the Trump administration.

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NOTICE OF REGULAR BOARD MEETING

The Guam Economic Development Authority (GEDA), a public corporation, will be holding its Regular Board of Directors meeting on **Thursday, November 15, 2018 at 1:30 p.m.** in the GEDA conference room located in Suite 511, 5th Floor, International Trade Center (ITC) Building, 590 South Marine Corps Drive, Tamuning, Guam.

Persons requiring special accommodations should contact GEDA's ADA coordinator, Mrs. Mana Silva Taijeron, at 647-4332 or mstaijeron@investguam.com.

/s/ JAY ROJAS
Administrator
This ad was paid for with GEDA's General Fund

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The Department of Chamorro Affairs (DCA) Board of Trustees will hold its regular Board Meeting on Tuesday, **November 20, 2018 at 2pm** at the Guam Museum Conference Room in Hagåtña.

Individuals requiring special accommodations may contact Bonnie Tenorio at 475-4278.

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Coast360 named SBA Guam's Lender of the Year

Coast360 Federal Credit Union has been selected for two coveted awards from the U.S. Small Business Association's Guam branch.

"As an organization committed to enriching the lives of our members and community, Coast360 Federal Credit Union is honored to be the 2018 SBA Lender of the Year and proud of our very own Ian Z. Taitano, who has been named 2018 Lending Officer of the Year," Coast360 CEO Gener Deliquina announced in a press release.

"For ensuring our business members have the tools they need to grow and for their commitment to service excellence and the philosophy of 'people helping people,' we are proud of Ian and the rest of our business lending team: Noela Santos, business relationship officer; Daniel Olchondra, credit analyst; and Lito Gatuz, chief credit officer."

Deliquina added, "Coast360 is a strong believer in the small business community and we are excited to continue providing thoughtful financial solutions to help our business members thrive."



AWARDS: *Coast 360 Federal Credit Union representatives join U.S. Small Business Administration Guam branch Manager Kenneth Lujan for a photo on Nov. 13. From left are Art Mariano, Coast360 board member; Daniel Olchondra, credit analyst; Gener Deliquina, chief executive officer; Lito Gatuz, chief credit officer; Lujan; Ian Taitano, assistant business relationship officer and 2018 SBA Lending Officer of the Year; Noela Santos, business relationship officer; Paul Leon Guerrero, Coast360 board chairman; John Taitano, Coast360 board member; and Raymond Blas, Coast360 board member. Photo courtesy of Coast 360 Federal Credit Union*

About Coast360

Coast360 Federal Credit Union is a not-for-profit, locally chartered credit union serving Guam residents.

Locally chartered in 1962, Coast360 has 50,000 members and $370 million in total assets.

The credit union has three locations on Guam and offers a full range of financial products and services for personal and business needs, the credit union added. ***(Daily Post Staff)***

Chinese chamber, association donate $54K toward Yutu relief



DONATION: *Members of the Chinese Chamber of Commerce of Guam and the United Chinese Association of Guam donate more than $54,325 in cash and supplies for Supertyphoon Yutu relief for the Commonwealth of the Northern Mariana Islands, the two organizations stated Wednesday. Container and freight were donated by Matson. The donated supplies include batteries, tape, tools, tarps, diapers, toiletries, industrial fans, water and instant noodles. The goods will be delivered this week to the Tan Siu Lin Foundation on Saipan for distribution. From left are CCCG election committee Chairman Hiro Kurashina; CCCG Vice President Albert Wu; Mian Zhou, UCAG; Louis Liu, UCAG; Becky Kurashina; Christy Olchondra, sales territory manager, 3M Guam; Bernie Valencia, general manager, Matson Guam; CCCG President Benson Au-Yeung; Phil Santos, account executive, Matson; CCCG Vice Chairman and UCAG President George Chiu; Ellen Wilkinson, UCAG; Jason Zheng, UCAG; CCCG board member Jianhui Qin; CCCG Executive Administrator Brian Lee; and Danny Lim, general manager, CTSI Logistics. Photo courtesy of the Chinese Chamber of Commerce of Guam*

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