

I MINA'TRENTAI DOS NA LIHESLATURAN GUAHAN
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Bill No. 1-32(LS)

Introduced by:

Judith T. Won Pat, Ed.D. [Signature]
Tina Rose Muna-Barnes [Signature]

**AN ACT RELATIVE TO AUTHORIZING THE
GUAM ECONOMIC DEVELOPMENT
AUTHORITY TO PROCURE THE
INSTALLATION AND MAINTENANCE OF
ELECTRONIC SECURITY SYSTEMS
THROUGHOUT GUAM PUBLIC SCHOOLS ALSO
KNOWN AS THE SECURE OUR SCHOOLS ACT
OF 2013, AND FOR OTHER PURPOSES.**

BE IT ENACTED BY THE PEOPLE OF GUAM:

1 **Section 1. Legislative Findings and Intent.** *I Liheslaturan Guahan* finds
2 that vandalism of Guam's public schools has cost the people of Guam hundreds of
3 thousands of dollars. More important is the countless hours of instructional time
4 students have lost because of these crimes.

5 To deter such crimes, many school districts across the nation have begun
6 installing security cameras in schools. These cameras continually monitor the
7 school and helps police and school officials detect criminal or suspicious activity
8 on school premises. Crimes are less likely to be committed if there is a surveillance

1 camera installed making them an effective deterrent to violent acts, vandalism and
2 theft of property.

3 It is therefore the intent of *I Liheslaturan Guahan* to enter into an agreement
4 with a contractor for the financing, design, and purchase of equipment necessary to
5 accomplish the purpose of this Act to install electronic security systems in Guam’s
6 public schools and to maintain the same.

7
8 **Section 2.** A new Chapter 58C is hereby added to Title 5 of the Guam Code
9 to read as follows:

- 10
11 **“Chapter 58C. Secure Our Schools Act.**
12 **§ 58C100. Definitions.**
13 **§ 58C101. Responsibilities of Contractor.**
14 **§ 58C102. Assignments.**
15 **§ 58C103. Funding Source**
16 **§ 58C104. Expedited Procurement**

17
18 **§ 58C100. Definitions.** For purposes of this Chapter and unless otherwise
19 specified, the following words and phrases are defined to mean:

20 (a) “Contract” shall mean the financing, design, installation, and purchase
21 of equipment agreement entered into by and between the Government of Guam
22 and the Contractor.

23 (b) “Contractor” shall mean the contractor to the government of Guam
24 whom shall be the signatory on the Contract and shall be fully responsible for

1 carrying out the financing, design, and purchase of equipment necessary for the
2 installation and maintenance of electronic security systems in the schools. The
3 Contractor will be responsible for providing monitoring and maintenance services
4 for the life of the contract envisioned by this Act. The Contractor may cooperate
5 with another entity or entities in any manner the Contractor deems appropriate to
6 accomplish the same.

7 (c) "Electronic security system" refers to the security cameras and the
8 intrusion detection or alarm systems that shall be installed, monitored and
9 otherwise maintained by the Contractor under this Act.

10 (d) "Equipment" shall mean the wiring, computer server, network video
11 recorder devices, security cameras, alarm systems, and any and all other equipment
12 relevant to the installation and maintenance of the electronic security systems in
13 the schools.

14 (e) "Monitoring" refers to a service provided by a third party, to monitor the
15 electronic security systems for up to twenty-four hours a day, seven days a week,
16 or as needed, to be determined by the Guam Department of Education.

17 (f) "Maintenance" shall mean the bi-annual testing of the electronic security
18 system, including but not limited to, the visual inspection, where accessible, of all
19 the major electronic security system components including cabling and
20 connections for signs of deterioration or damage; the testing of all security camera
21 control equipment to include monitors, VCR, DVR, Multiplexer and other such
22 pieces of equipment; the testing and cleaning of cameras, lenses and equipment
23 housings, as necessary; the testing of lenses for correct fields of view, to be
24 adjusted as necessary; the review of pictures for correct fields of view and any

1 adjustments as necessary; the testing of remote signaling equipment where
2 applicable; the testing of recording and playback quality as well as reviewing the
3 satisfactory transmission of images to remote center where applicable; and the
4 repair of any faults or other defects where possible.

5 (g) "Schools" shall mean all Guam public schools.

6 **§ 58C101. Responsibilities of Contractor.** The Contract shall require that
7 the Contractor be responsible for all costs, expenses and fees of any kind or nature,
8 associated with the design, purchase of equipment, installation, permits, and
9 financing associated with the installation and maintenance of electronic security
10 systems in the schools. The Contractor shall further be responsible for the
11 connection and payment of all utilities, including but not limited to power,
12 telephone and cable, needed for the proper functioning of said electronic security
13 systems.

14 **§ 58C102. Assignments.** To facilitate the purposes of this Act and to
15 provide security for the holders of any financing instruments issued pursuant to
16 this Act, the Contractor may assign, without the need of the consent of the
17 Government of Guam, the Contract, to any underwriter, trustee or other party as
18 appropriate to facilitate the Contractor financing.

19 **§ 58C103. Funding Source.**

20 (a). Payments under the Contract shall be secured by a pledge *or* other
21 reservation of revenues received by *or* on behalf of the Government of Guam from
22 the United States of America pursuant to Section 30 of the Guam *Organic Act* (48
23 U.S.C.A. Section 1421h). Any pledge *or* reservation of Section 30 revenues
24 authorized by the Act *shall* be subordinate *only* to the existing lien securing the

1 Government of Guam 2002 Short Term Financing (Line of Credit; P.L. 26-84
2 amended by P.L. 26-122 and P.L. 26-130). Any such pledge or reservation
3 authorized hereunder shall be valid and binding from the time the pledge or
4 reservation is made and shall be limited to One Million Two Hundred Eighty One
5 Eight Hundred Eighteen Dollars (\$1,281,818.00) per year for no longer than seven
6 (7) years. The Section 30 revenues pledged *or* reserved and thereafter received by
7 the government of Guam *or* by any trustee, depository *or* custodian *shall* be
8 deposited in a separate account and *shall* be immediately subject to such
9 reservation *or* the lien of such pledge without any physical delivery thereof *or*
10 further act, and such reservation *or* the lien of such pledge *shall* be valid and
11 binding against all parties having claims of any kind in tort, contract *or* otherwise
12 against the government of Guam *or* such trustee, depository *or* custodian,
13 irrespective of whether the parties have notice thereof. The instrument by which
14 such pledge *or* reservation is created need *not* be recorded.

15 (b). The funding made available in subsection (a) shall be for the financing,
16 including the financing and underwriting costs, of the electronic security systems
17 to be installed and maintained by the Contractor in the schools, as well as for
18 monitoring and maintenance of the same, as described in § 58C100(e)-(f) of this
19 Act, as needed in the schools.

20 (c). Alternative method of financing including but not limited to, a short
21 term debt, mortgage, loan, federally guaranteed loan or an instrumentality of the
22 United States of America. In the event that the financing of this project envisioned
23 in this Act be affected by the debt ceiling, the Guam Economic Development

1 Authority may pursue this project using municipal lease financing with said lease
2 not to exceed seven (7) years.

3 **§ 58C104. Expedited Procurement.** The Guam Economic Development
4 Authority shall expedite the procurement process for the awarding of the contract
5 under this Act no later than sixty (60) days from the passage of this Act.”

6

7 **Section 3.** A new subsection (s) is added to § 3102.1 of Title 17 of the
8 Guam Code to read as follows:

9 “(s) adopt a policy concerning the use of electronic security systems on
10 school campuses, to include, but not limited to, emergency contact protocols.”

11

12 **Section 4. Severability.** If any provision of this Act or its application to
13 any person or circumstance is found to be invalid or contrary to law, such
14 invalidity shall not affect other provisions or applications of this Act which can be
15 given effect without the invalid provisions or application, and to this end the
16 provisions of this Act are severable.