

I MINA'TRENTA NA LIHESLATURÁN GUÅHAN
2009 (FIRST) Regular Session

Bill No. 301-30002

Introduced by:

Adolpho B. Palacios, Sr. 

FILED
MAY 11 11:47 AM
2009

**AN ACT TO REPEAL AND REENACT CHAPTER 59 OF
TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE
CONSTRUCTION OF THE GUAM POLICE DEPARTMENT
AND GUAM FIRE DEPARTMENT HEADQUARTERS.**

1 **BE IT ENACTED BY THE PEOPLE OF GUAM:**

2 **Section 1. Legislative Findings and Intent.** The Memorandum of Agreement
3 (MOA) between the Guam Police Department (GPD) and the Guam International
4 Airport Authority (GIAA), currently in effect provides for the rental of GIAA
5 property by GPD at the rate of \$19,350.00 per month for a term up to September
6 30, 2011. The MOA provides for the administrative functions of the GPD on the
7 Tiyan property. The GPD is currently in arrears in its rental payment in the
8 amount of at least \$60,000.00 (as of December 2009). There appears to be no
9 immediate remedy available to resolve this issue. Moreover, GIAA has taken the
10 position that the Federal Aviation Administration will hold the government of
11 Guam to this MOA and failure to conform to the provisions contained within the
12 mentioned MOA will result in GIAA jeopardizing its ability to receive federal
13 funds and risk revocation of its international airport operations license. GIAA
14 has taken the position that the Federal Aviation Administration would not
15 support any usage of airport property by any other local government or private

1 entity unless the occupation of such airport property generates revenue for
2 GIAA.

3 *I Liheslaturan Guåhan* finds that the GIAA in the past served two notices to
4 GPD for the government of Guam's arrears in ground rent payments to GIAA,
5 the latest notice being on June 11, 2009 threatening legal action and eviction. A
6 similar notice will most likely be served again to GPD for its repetitive failure to
7 make rental payment in a timely manner.

8 *I Liheslaturan Guåhan* finds that the proposed construction for a public
9 safety headquarters is timely, considering that the current MOA requires that
10 "GPD shall commence the process of relocating from the Tiyan property and
11 completely vacate the property by September 30, 2011, in order to allow GIAA to
12 develop the property for aviation-related purposes." The MOA also provides
13 that GPD will continue to downsize and reduce the amount of space it currently
14 occupies, upon the execution of the MOA.

15 *I Liheslaturan Guåhan* finds that due to a shortfall in government of Guam
16 revenues, the government of Guam is unable at this time to make good on
17 ground rent payments to GIAA.

18 *I Liheslaturan Guåhan* finds that the construction of a GPD Headquarters
19 supported by dedicated funding sources would resolve this dilemma for Guam's
20 premier law enforcement entity.

21 *I Liheslaturan Guåhan* finds that the Guam Fire Department (GFD)
22 currently located at Suite 807, DNA Bldg., 238 Archbishop Flores St., Hagåtña,
23 Guam occupies 4,826.19 S.F. at an annual cost of \$103,939.92 serves the
24 Headquarters consisting of the Fire Chief's Office, Administrative Support
25 Services, Training, Prevention, Internal Affairs and Safety. Additionally, the
26 Supply Warehouse, E911 and Fire Dispatch formerly in Tiyan are sharing spaces

1 at the Fire Stations and Homeland Security. The Automotive/Heavy Equipment
2 Maintenance Pool is at the Department of Public Works.

3 *I Liheslaturan Guåhan* finds that since its creation in 1985, GFD
4 Headquarters & administrative operations were housed at five different locations
5 in Hagåtña Pedro's Plaza, Sinajana Fire Station, Tiyan Housing, Tamuning Fire
6 Station and most recently at the DNA Building, Hagåtña. These locations and
7 office spaces were and are inappropriate and insufficient to maintain an efficient
8 and effective Headquarters Section, Training Section, Fire Prevention Bureau,
9 Supply and Logistics Section and E911 Center. These critical components of GFD
10 are all currently decentralized, and are also not consistent with the
11 recommendations of the National Fire Protection Association and the Office of
12 Homeland Security in establishing a secured and efficient life saving
13 infrastructure.

14 *I Liheslaturan Guåhan* finds that GFD intends to centralize a Headquarters
15 Section, Training Section, Fire Prevention Bureau, Supply and Logistics Section
16 and E911 Communications Center in a safe and secure facility or facilities to
17 further improve services to the Island of Guam.

18 Therefore, *I Liheslaturan Guåhan* intends to repeal and reenact Chapter 59
19 of Title 5, Guam Code Annotated to authorize the building of a new
20 headquarters for both GPD and GFD, inclusive of dedicated funding sources
21 needed to facilitate these new construction projects.

22 **Section 2. Chapter 59 of Title 5, Guam Code Annotated is hereby**
23 **repealed and reenacted to read as follows:**

24 **"CHAPTER 59**

25 **THE GUAM POLICE DEPARTMENT AND GUAM FIRE DEPARTMENT**
26 **HEADQUARTERS**

27 **CONSTRUCTION INITIATIVE ACT OF 2009**

1 **§59101. Title.** This Act shall be known as the Guam Police Department
2 and Guam Fire Department Headquarters Construction Initiative of 2009.

3 **§59102. Purpose.** To authorize the construction of a new Guam Police
4 Department (GPD) and Guam Fire Department (GFD) Headquarters which will
5 benefit Guam's taxpayers in reducing rental cost and having ownership of a
6 government facility by housing these related functions of GPD and GFD in a
7 more centralized area to provide public services and meet the Territory of
8 Guam's law enforcement and life safety missions. To establish, identify, and
9 authorize revenue streams as a funding source to provide the needed revenue to
10 secure a loan for the design, construction, collateral equipment and maintenance
11 of the new GPD and GFD Headquarters Building.

12 To also establish within the Territory of Guam an informal, cost effective
13 and expeditious alternative to traditional petty misdemeanor and misdemeanor
14 criminal proceedings. The procedures are intended to be voluntary on the part
15 of those who have been charged with petty misdemeanor or misdemeanor
16 offenses. At any time prior to the payment of the administrative penalty as
17 provided on the administrative citation, the person charged may withdraw from
18 participation in the procedures, in which event the Territory of Guam may bring
19 criminal charges in accordance with the law and consistent with the underlying
20 facts involved in the petty misdemeanor or misdemeanor citation. Likewise, the
21 Territory of Guam may, without issuing an administrative citation, bring the
22 appropriate criminal charges. In the event a party participates in the petty
23 misdemeanor and misdemeanor procedures, but does not pay the monetary
24 penalty specified on the administrative citation, the Territory of Guam may
25 recover the costs entailed as part of a criminal disposition should the party
26 charged be eventually adjudicated guilty of which shall be deposited in the GPD
27 Headquarters Building Fund.

1 To also establish a mechanism to utilize or authorize the use of any and all
2 funds generated by and for GFD, to secure a revenue source for the design,
3 construction, collateral equipment and maintenance of the new GFD
4 Headquarters Building.

5 **§59103. Definitions.** The following terms wherever used or referred to in
6 this Act or in any indenture, lease or lease-back entered into pursuant hereto
7 (except to the extent modified therein in accordance with this Act) shall have the
8 following meanings, respectively, unless a different meaning appears from the
9 context:

10 (a) "*Act*" means the Guam Police Department and Guam Fire Department
11 Headquarters Construction Initiative of 2009.

12 (b) "*Contractor*" means the authorized entity which shall be the signatory
13 on the lease and the lease-back and shall be fully responsible for carrying out the
14 financing, design, construction, collateral equipment and maintenance of the
15 GPD and GFD headquarters facility. The contractor may cooperate with another
16 entity or entities in any manner the contractor deems appropriate to provide for
17 the financing, design, construction, collateral equipment and maintenance of the
18 GPD and GFD Headquarters building.

19 (c) "*GPD*" means Guam Police Department.

20 (d) "*GFD*" means Guam Fire Department.

21 (e) "*Departments*" means both agencies.

22 (f) "*Police Chief*" means the Chief of Police, Guam Police Department.

23 (g) "*Fire Chief*" means the Fire Chief, Guam Fire Department.

24 (h) "*Government*" shall mean the government of Guam.

25 (i) "*Public Safety Facility*" shall mean GPD and GFD Headquarters
26 building structure or structures, together with all ancillary facilities, including

1 parking facilities, utilities, infrastructure and equipment associated with
2 providing the services required by a public safety agency. May include an
3 existing facility being converted or rehabilitated owned and/or operated by the
4 Departments or its contractors, agents or subcontractors, including, but not
5 limited to, appurtenant equipment such as electronic equipment, water tanks,
6 generators, and administrative facilities supporting the mission of GPD and
7 GFD, including facilities for payroll, billing and collections.

8 (j) "*GPD Headquarters Building Fund*" means Guam Police Department
9 Headquarters Building Fund by that name established pursuant to this Act.

10 (k) "*GFD Headquarters Building Fund*" means Guam Fire Department
11 Headquarters Building Fund by that name established pursuant to this Act.

12 (l) "*Lease*" means a ground or site lease of property from the Departments,
13 or other government entity, or private property, as applicable, to the Contractor.

14 (m) "*Lease-back*" means the facilities lease or other lease of the property
15 from the Contractor back to the Departments, over the term of which the costs of
16 the design, construction, collateral equipment and maintenance of the Public
17 Safety Facility are amortized, according to the terms agreed to between the
18 Departments and the Contractor.

19 (n) "*Pledged revenue*" means any revenues identified within this Act
20 pledged to secure lease-back payments.

21 (o) "*Property*" means any property on which the Public Safety Facility is
22 located.

23 (p) "*Revenue*" of the project means all gross income and other amounts
24 received by or on behalf of the Departments as revenues identified within this
25 Act, including all increased rates, fees and charges received by the Departments
26 and all proceeds of insurance or grants covering business interruption loss (and

1 related losses and expenses) relating to the project, and all other income and
2 revenue howsoever derived by the Departments from the ownership or
3 operation of, or arising from, the project, together with all interest, profits or
4 other income derived from the investment of amounts from revenues identified
5 within this Act, to be deposited, to GPD Headquarters Building Fund and GFD
6 Headquarters Building Fund in accordance with this Act.

7 **§59104. Creation.** There is hereby created, separate and apart from other
8 funds of the government of Guam, a reserve fund known as the "GPD
9 Headquarters Building Fund and the GFD Headquarters Building Fund".

10 **§59105. Separate Fund and Bank Account.** The GPD Headquarters
11 Building Fund and the GFD Headquarters Building Fund shall not be
12 commingled with the General Fund or any other fund of the government of
13 Guam. The GPD Headquarters Building Fund and the GFD Headquarters
14 Building Fund shall be exempted from the Governor's transfer authority and
15 may not be borrowed against. The GPD Headquarters Building Fund and the
16 GFD Headquarters Building Fund shall be maintained in separate bank accounts.

17 **§59106. Expenditures and Authorization to Construct.** The GPD
18 Headquarters Building Fund and the GFD Headquarters Building Fund shall be
19 expended for the design, construction, collateral equipment and maintenance of
20 the new Public Safety Facility, including, but not limited to, the following: A/E
21 for the proposed building facility; environmental concerns; archeological and
22 historic site survey and or assessment of the project site; site preparation and
23 civil work for the building foundation; construction cost for the structure of the
24 proposed building facility or any costs incurred by the Department of Public
25 Works to be built within the Central area of the Territory of Guam.

26 **§59107. Administration.** The Chief of Police shall account for and
27 administer the GPD Headquarters Building Fund. The Fire Chief shall account

1 for and administer the GFD Headquarters Building Fund. The Police Chief and
2 the Fire Chief shall keep all books, records, files and accounts relative to their
3 respective GPD Headquarters Building Fund and GFD Headquarters Building
4 Fund. Both Chiefs shall prepare monthly reports relative to their respective
5 Headquarters Building Fund reflecting the transactions and the financial
6 condition of their respective Headquarters Building Fund, which monthly
7 reports shall be transmitted to *I Liheslaturan* and *I Maga 'lahen Guåhan*.

8 **§59108. Investment.** The Chief of Police and the Fire Chief, together with
9 the Director of Administration, may invest money held in the GPD Headquarters
10 Building Fund and the GFD Headquarters Building Fund in any type of
11 investment approved for the Retirement Fund. All proceeds and income from
12 investments of the GPD Headquarters Building Fund and the GFD Headquarters
13 Building Fund shall be respectively deposited in the GPD Headquarters Building
14 Fund and GFD Headquarters Building Fund.

15 **§59109. New GPD and GFD Headquarters Building.** (a) GPD and GFD
16 are hereby authorized to provide for the design, construction, collateral
17 equipment and maintenance of a new public facility by entering into a financing
18 arrangement with the U.S. Department of Agriculture, or other financing source,
19 with lower cost of funds.

20 (b) Any financial arrangement to provide for the design, construction
21 collateral equipment and maintenance of the Public Safety Facility shall be
22 subject to the approval of the secured creditor of GPD and GFD. The Chief of
23 Police and the Fire Chief, without jeopardizing existing obligations, is authorized
24 to use a portion of its approved budget or other available funding sources, which
25 shall be deposited into the GPD Headquarters Building Fund and GFD
26 Headquarters Building Fund respectively, to make repayment and assure that its
27 loan installments are paid on time; for emergency maintenance; for extensions to

1 facilities; and for replacement of short-lived assets with a useful life significantly
2 less than the repayment period of any loan or the term, or any other financial
3 arrangement.

4 (c) Any monies reimbursed for expenses incurred on the design and
5 construction of the new Public Safety Facility shall revert to the GPD
6 Headquarters Building Fund and the GFD Headquarters Building Fund,
7 respectively.

8 (d) *I Liheslaturan Guåhan* authorizes *I Maga'lahen Guåhan* to indentify and
9 utilize any available funding sources to be designated as part of the GPD
10 Headquarters Building Fund and the GFD Headquarters Building Fund. *I*
11 *Liheslaturan Guåhan* encourages GPD and GFD to explore and identify any and
12 all potential financing sources or grants, including, but not limited to, any
13 Federal government instrumentalities or private financial lending sources, for
14 construction of the new Public Safety Facility.

15 (e) Interest derived from the financial agreement shall be exempt from
16 taxation by the Government.

17 (f) Notwithstanding any substantive or procedural provision of Chapter 6
18 of Title 5 of the Guam Code Annotated, the government of Guam hereby waives
19 immunity from any suit or action in contract on the loan, but does not waive
20 sovereign immunity as to personal liability of elected or appointed officials and
21 employees of the government of Guam."

22 (g) The proposed new Public Safety Facility shall be built or acquired
23 within the Central area of Guam specifically within the municipalities or
24 Hagatna, Tamuning, Barrigada, Mangilao, Sinajana, Agana Heights, and
25 Mongmong Toto Maite.

26 (h) In accordance with this Act, any available government of Guam
27 property that has been deem appropriate by the Department of Public Works for

1 the site of this Project and/or private property (ies) identified by the lessor and
2 concurred by the Department of Public Works may be designated as the official
3 site for the Public Safety Facility.

4 (i) Valid and Binding General Obligations. The financial instrument
5 authorized by this Act shall constitute the valid and binding general obligations
6 of the government of Guam. The government of Guam pledges its full faith and
7 credit for the punctual payment of both principal of and interest on the financial
8 instrument authorized by this Act.

9 **§59110. Creation of the Petty Misdemeanor and Misdemeanor Citation**
10 **Procedures.** GPD in collaboration with the Unified Judiciary of Guam and the
11 Office of the Attorney General of Guam is hereby authorized to create and
12 implement Rules and Regulations for the Petty Misdemeanor and Misdemeanor
13 Citation Procedures subject to the Administrative Adjudication Act within 120
14 days from the date of the enactment of this Act.

15 **§59111. Red Light and Speed Electronic Camera System.** Any funds
16 generated from the issuance of traffic citations resulting from the incorporation
17 of the red light and speed electronic camera system shall be obligated to the GPD
18 Headquarters Building Fund. GPD may implement Rules and Regulations,
19 subject to the Administrative Adjudication Act that may be needed to implement
20 this Section.

21 **§59111.1 Traffic Citation Surcharge.** All Traffic Citations issued shall
22 have a 5% (five percent) surcharge of which shall be deposited into the GPD
23 Headquarters Building Fund and shall be subject to the provisions of this Act.

24 **§59112. Deposits.** All monies generated from the Petty Misdemeanor and
25 Misdemeanor Procedures, fees collected by the GPD, revenues collected from the
26 red light and speed electronic camera system, and funds committed by I
27 Maga'lahen Guåhan shall be deposited into the GPD Headquarters Building

1 Fund. All amounts deposited into the GPD Headquarters Building Fund shall be
2 solely for the purpose of paying debt service for the financing. All amounts in
3 the GPD Headquarters Building Fund on the 3rd day of each month after the
4 debt service have been made shall be paid by the Depositor to GPD for any
5 lawful purpose of GPD, free and clear of the pledge and lien of the Note,
6 Indenture, or other binding financing document.

7 **§59113. Fees.** Any fees collected by the GPD shall be deposited in the
8 GPD Headquarters Building Fund and shall be subject to the provisions of this
9 Act. Any fees collected by or designated for GFD shall be deposited into the
10 GFD Headquarters Building Fund and shall be subject to the provisions of this
11 Act.

12 **§59114.** *I Maga'lahaen Guåhan* is hereby authorized to utilize any funding
13 source within his/her oversight to commit to the GPD Headquarters Building
14 Fund and the GFD Headquarters Building Fund. Such funds once committed
15 shall be subject to the provisions of this Act.

16 **§59115. Authorization to Enter into Long-Term Leases.** *I Maga'lahaen*
17 *Guåhan* may enter into a lease and lease-back on behalf of the Departments for
18 the financing of the acquisition, design, construction, improvement, equipping,
19 repair, renewal, replacement, or reconstruction of any GPD and/or GFD
20 Headquarters building, together with maintenance of all or any portion of such
21 GPD and/or GFD Headquarters building over the term of the lease-back,
22 according to the needs of the Departments and consistent with this Act.

23 The costs of the financing, design, construction, collateral equipment and
24 maintenance of a Public Safety Facility financed pursuant to this Act shall be
25 amortized in periodic installments over the term of the lease-back period, which
26 shall be mutually determined by the Departments and the contractor. The lease
27 and lease-back may provide that if sufficient funds are not appropriated or

1 otherwise available for the payment of such installments, the Departments will
2 have the obligation to vacate the GPD and/or GFD Headquarters building, and
3 the contractor shall have the right of use and occupancy of the GPD and/or GFD
4 headquarters building for the remainder of the term of the lease, unless new
5 mutually satisfactory terms are entered into. For this purpose, the lease may
6 provide that its term shall be extended for a period not to exceed the shorter of
7 ten (10) years beyond the original term of the lease-back or such period of time as
8 is necessary to repay in full any financing arranged pursuant to this Act. The
9 Departments shall pay the maintenance costs of the Public Safety Facility on a
10 periodic basis as incurred by the contractor on terms to be agreed to in the lease-
11 back for the Public Safety Facility.

12 It is hereby declared that the Public Safety Facility shall be a public
13 improvement or undertaking as that term is used in Section 11 of the Organic Act
14 (§ 1423a, Title 48, U.S. Code). Obligations incurred by the government pursuant
15 to this Act that are payable only from funds in the GPD Headquarters Building
16 Fund and the GFD Headquarters Building Fund available therefore and from
17 revenue of the Public Safety Facility will not be and shall not be deemed to be
18 public indebtedness of Guam as that term is used in said Section 11.

19 No obligation undertaken by the government pursuant to this Act shall be
20 or become a lien, charge or liability against the government of Guam or against
21 the Departments or against any property or funds of the government of Guam
22 or the Departments, except to the extent of the pledge of revenue of the project
23 provided by the lease-back.

24 **§59116. Procurement.** The government of Guam or the Departments may
25 solicit Request for Proposals (RFP) through the Department of Public Works, in
26 compliance with the Guam Procurement Law, for the financing, design

1 construction and collateral equipment of the Public Safety Facility, together with
2 the maintenance of the Public Safety Facility over the term of the lease-back,
3 according to the needs of the Departments and consistent with this Act.

4 **§59117. Powers of Departments.** Notwithstanding any provision of law
5 or regulation, the Departments have powers and are hereby authorized, in
6 addition to all other powers conferred upon the Departments or any other
7 provision of this Chapter or by any law of Guam, to exercise any or all of the
8 powers granted to the Departments by this Act.

9 **§59118. Assignments.** To facilitate the purposes of this Act and to
10 provide security for the leaseholders, the contractor may assign, with the consent
11 of the Departments, the lease and the lease-back to any trustee, underwriter or
12 other appropriate party as may be necessary to facilitate the issuance of
13 certificates of participation in lease-back payments or other financial instruments
14 to provide the financing for the Public Safety Facility.

15 **§59119. Use of Tax-Exempt Financing.** To minimize the financing cost to
16 the Departments, all financing utilized by the contractor to fund the design,
17 construction, collateral equipment and maintenance of the Public Safety Facility
18 shall be through tax-exempt obligations, if a mechanism to do so is available. The
19 purpose for this requirement is to assure that the Departments pays the lowest
20 possible interest rate so that the cost of financing the design, construction,
21 collateral equipment and maintenance of the Public Safety Facility to the
22 Departments, amortized through the lease-back payments from the Departments
23 to the contractor, will be lower than regular commercial rates.

24 **§59120. Lease-Back May be Secured Funding.** The Lease-Back may be
25 secured by the funding sources identified within this Act as the Petty
26 Misdemeanor and Misdemeanor Citations, any and all Fees collected by the GPD

1 as authorized by law, all revenues derived from the collection of traffic citations
2 generated from red light and speed electronic camera systems, 5% traffic citation
3 surcharge, and other revenue sources within I Maga'láhen Guåhan discretionary
4 oversight, any and all Fees collected by or designated by GFD as provided by
5 this Act. A lease-back shall provide that payment of obligations hereunder may
6 be secured by a pledge of and lien upon all or any portion of the revenues
7 mentioned herein, subject to any parity lien created pursuant to this Act. Any
8 such pledge and lien shall be valid and binding from the time the pledge is
9 made. The revenues pledged and thereafter received by the government or by
10 any trustee, depository or custodian shall be deposited in the respective GPD
11 Headquarters Building Fund and GFD Headquarters Building Fund accounts
12 and shall be immediately subject to the lien of such pledge without any physical
13 delivery thereof or further act, and the lien of such pledge shall be valid and
14 binding against all parties having claims of any kind in tort, contract or
15 otherwise, against the government or such trustee, depository or custodian,
16 irrespective of whether the parties have notice thereof. The instrument by which
17 such pledge is created need not be recorded, except to the extent that such
18 instrument conveys an interest in land or improvements thereon.

19 **§59121. Approval of Bonds.** *I Liheslaturan Guahan*, pursuant to Title 12
20 GCA §50103(k), hereby approves the issuance and sale by the Departments and
21 the government of Guam of bonds for the purposes mandated by this Act;
22 *provided* that the bonds are issued and sold subject to the requirements and
23 limitations mandated therein.

24 **§59122. Responsibility of Contractor.** The lease-back shall require that
25 the contractor be responsible for all costs, expenses and fees of any kind or
26 nature, associated with the improvements, on-site infrastructure and off-site
27 infrastructure, construction, permits and financing associated with the

1 completion of the Public Safety Facility, including the financing of furniture and
2 equipment for the Public Safety Facility, as and to the extent provided by the
3 Departments in the RFP. The Contractor shall also be responsible for the capital
4 maintenance of the Public Safety Facility building during the term of the lease-
5 back.

6 **§59123 Utilities and Routine Maintenance and Repair.** The Contractor
7 shall be responsible for the connection and payment of all utilities, including
8 without limitation, power, water, sewer, telephone and cable, and all routine
9 interior maintenance and repair and exterior grounds keeping and landscaping
10 and upkeep of the Public Safety Facility. Capital maintenance and repair shall be
11 performed by Contractor as provided for in this Act.

12 **§59124. No Personal Liability.** Neither *I Maga'lahaen Guåhan*, the Chiefs,
13 any employee of the Departments, any employee of the government nor any
14 elected official of the government shall be individually or personally liable for
15 the payment of any amounts due under any lease or lease-back, or for any other
16 liability arising in connection with a lease or lease-back; provided, however, that
17 nothing in this Act, shall relieve any employee or elected official from the
18 performance of any ministerial duty required by law.

19 **§59125. Rules, Regulations, and Restrictions.** The Departments and the
20 Department of Public Works may promulgate rules and regulations pursuant to
21 Guam law necessary to implement the provisions of this Act.

22 **§59126. Construction of Act.** This Act shall be liberally construed to carry
23 out the objects and purposes and the declared policy of the government of Guam
24 as in this Article set forth. Nothing contained in this Act shall be construed
25 directly or by implication to be in any way in derogation or limitation of powers
26 conferred upon or existing in the Departments, the Chiefs or *I Maga'lahaen Guåhan*
27 by virtue of any provisions of the Organic Act or laws of Guam.

1 **§59127. Ineligible Offerors.** No member of or Delegate to Congress or
2 Resident Commissioner or Governors Office or Lieutenant Governor's Office,
3 members of *I Liheslaturan Guåhan*, advisor, consultants or employees of *I*
4 *Liheslaturan Guåhan* or Employees of the Government of Guam and their relatives
5 or immediate family members, shall be admitted to any share or part of the
6 contract for the project or to any benefit that may arise there from, but this
7 provision shall not be construed to extend to the contract for the project if made
8 with a corporations for its general benefit.

9 No official of the Owner who is authorized in such capacity and on behalf
10 of the Owner to negotiate, make, accept or approve, or to take part in
11 negotiating, making, accepting, or approving any architectural, engineering,
12 inspection, construction or material supply contract or any subcontract in
13 connection with the construction of the project, shall become directly or
14 indirectly interested personally in the contract for the project or in any part
15 hereof. No officer, employee, architect, attorney, engineer, or inspector of or for
16 the Government of Guam authorized to exercise any legislative, executive
17 supervisory or other similar functions in connection with the construction of the
18 project, shall become directly or indirectly interested personally in this contract
19 or in any part thereof, any material supply contract, subcontract, insurance
20 contract, or other contract pertaining to this project.

21 **§59128. Severability.** If any provision of this Act or its application to any
22 person or circumstance is found to be invalid or contrary to law, such invalidity
23 shall not affect other provisions or applications of this Act which can be given
24 effect without the invalid provisions application, and to this end the provisions
25 of this Act are severable.