

# GUAM PUBLIC UTILITIES COMMISSION

Jeffrey C. Johnson  
Chairman

Peter B. Montinola  
Vice Chairman

Commissioners  
Joseph M. McDonald  
Michael A. Pangelinan  
Rowena E. Perez-Camacho  
Doris Flores-Brooks

Suite 207, GCIC Building  
Post Office Box 862  
Hagåtña, Guam 96932  
Telephone: (671) 472-1907  
Fax: (671) 472-1917  
Email: [info@guampuc.com](mailto:info@guampuc.com)

Lourdes R. Palomo  
Administrator

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Marie M. Leon Guerrero  
Administrator-in-Training  
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Sheila M. Salas  
Administrative Assistant

Frederick J. Horecky  
Chief Administrative Law Judge

Joephet R. Alcantara  
Administrative Law Judge

Anthony R. Camacho  
Legal Counsel



## BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

### RESOLUTION NO. 25-09

#### APPROVAL OF FY2026 EMPLOYMENT AGREEMENT FOR THE PUC ADMINISTRATOR-IN-TRAINING

**WHEREAS**, the **GUAM PUBLIC UTILITIES COMMISSION** ("PUC") is an autonomous instrumentality within the Government of Guam; and

**WHEREAS**, the PUC is empowered, pursuant to 12 GCA §12103, to "employ administrative staff personnel for the conduct of PUC business"; and

**WHEREAS**, on October 7, 2024, the PUC authorized the hiring of **MARIE M. LEON GUERRERO** as an Administrator-in-Training; and

**WHEREAS**, **MARIE M. LEON GUERRERO** has diligently served as Administrator-in-Training for the PUC since October 7, 2024, and the PUC is satisfied with the services rendered by **MARIE M. LEON GUERRERO**; and

**WHEREAS**, the PUC is authorized to employ and approves the continued employment of **MARIE M. LEON GUERRERO**, as a fulltime employee and Administrator-in-Training, for a term of one (1) year for FY2026; and

**WHEREAS**, the PUC and **MARIE M. LEON GUERRERO** desire that she be hired under an Employment Agreement, a true and correct copy of which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, the salary of **MARIE M. LEON GUERRERO**, for the term of the Employment Agreement, shall be Fifty-Four Thousand Dollars (\$54,000.00) per annum; and

**NOW, THEREFORE, BE IT HEREBY**

**RESOLVED**, that the PUC hereby approves and authorizes the continued employment of **MARIE M. LEON GUERRERO**, as a fulltime employee and Administrator-in-Training for the PUC, for a term of one (1) year for FY2026; and

**RESOLVED**, that Employment Agreement attached hereto is hereby approved.


**RESOLVED**, that the salary of **MARIE M. LEON GUERRERO**, for the term of the Employment Agreement, shall be Fifty-Four Thousand Dollars (\$54,000.00) per annum. The total salary includes a payment for health and welfare benefits. The Guam Federal Wage Determination standards recommends that compensation for Health and Welfare Benefits be included in an employee's salary where such benefits (i.e., health insurance and others) are not provided to the employee. The PUC is unable to provide health insurance or retirement benefits to **MARIE M. LEON GUERRERO**.

**RESOLVED**, that during the term of her employment, all terms and conditions of said Employment Agreement between the PUC and **MARIE M. LEON GUERRERO** shall remain in full force and effect and shall govern the respective relations of the parties.

**RESOLVED**, that the Chairman is authorized to sign all documents necessary to effectuate the above-referenced agreement.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

DULY AND REGULARLY ADOPTED ON THIS 25<sup>TH</sup> DAY OF SEPTEMBER,  
2025.

  
\_\_\_\_\_  
**JEFFREY C. JOHNSON**  
Chairman  
\_\_\_\_\_  
**PETER B. MONTINOLA**  
Vice Chairman  
\_\_\_\_\_  
**JOSEPH M. McDONALD**  
Commissioner  
\_\_\_\_\_  
**MICHAEL A. PANGELINAN**  
Commissioner  
\_\_\_\_\_  
**ROWENA E. PEREZ-CAMACHO**  
Commissioner  
\_\_\_\_\_  
**DORIS FLORES-BROOKS**  
Commissioner

## **EMPLOYMENT AGREEMENT**

This Agreement is entered into effective October 1, 2025, by and between the **GUAM PUBLIC UTILITIES COMMISSION ("PUC")**, a public corporation and autonomous instrumentality of the Government of Guam, and **MARIE M. LEON GUERRERO ("Employee")**, whose mailing address is Post Office Box 2221, Hagatna, Guam 96932.

### **WITNESSETH:**

**WHEREAS**, 12 GCA § 12103 empowers the **PUC** to employ administrative staff personnel for the conduct of **PUC** business; and

**WHEREAS**, **Employee** desires to be employed by the **PUC** as its Administrator-in-Training, in a fulltime capacity, for a term of one (1) year for FY2026; and

**WHEREAS**, **Employee** has diligently served as Administrator-in-Training for the **PUC** since October 7, 2024, and the **PUC** is satisfied with the service rendered by **Employee**; and

**WHEREAS**, it is the desire of the parties that **Employee** continue her employment as Administrator-in-Training to the **PUC**, in a fulltime capacity, for a term of one (1) year for FY2026.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the adequacy of which is acknowledged by both parties, the **PUC** and **Employee** agree as follows:

1. **Scope of Work.** The **PUC** hereby hires **Employee** to serve as its Administrator-in-Training. **Employee** will operate the **PUC's** Office during its regular office hours (i.e., 8:00 o'clock a.m. through 5:00 o'clock p.m., Monday through Friday, excluding Government of Guam holidays) and such additional hours as may be required to attend to **PUC** business. **Employee** shall undertake her duties with her best efforts and

will not accept or engage in any employment outside of the services of the PUC. **Employee** shall be responsible for the day-to-day operations of the PUC, subject to the supervision and control of the PUC's Chairman and the PUC. Her duties will include, but not be limited to:

(a) To ensure that the PUC's Office is open and operational during its regular business hours;

(b) To supervise other employees or administrative staff of the PUC;

(c) To receive and file all documents submitted to the PUC, and to take appropriate action for the processing of such documents;

(d) To handle incoming inquiries and requests from all members of the public or representatives of the utilities and to assure that such matters are handled by her or other PUC personnel;

(e) To undertake any tasks necessary for the operation and maintenance of the PUC Office;

(f) To undertake accounting and bookkeeping, or to ensure that said functions are performed by authorized PUC personnel/contractors;

(g) To maintain and update the PUC's website, with the assistance of the PUC's webmaster;

(h) To undertake efforts to scan and digitize PUC files and documents;

(i) To provide administrative and secretarial services to the PUC;

(j) To arrange and coordinate PUC meetings and hearings, and to ensure that such meetings are properly broadcasted in accordance with law; and

(k) To perform such other duties as may be assigned to her by the PUC or its authorized representatives.

## **2. Compensation.**

(a) **Employee** shall receive a total salary in the amount of **\$54,000.00** per annum, which shall be paid by the PUC in bi-weekly installments on the 15<sup>th</sup> and last day of each month.

(b) All salary paid to **Employee** shall be less all amounts required by law or authorized in writing by **Employee** to be withheld or deducted.

3. **Employee Benefits.**

(a) The PUC is unable to provide retirement or health insurance benefits; however, **Employee's** salary includes compensation to **Employee** for health and welfare benefits.

(b) **Employee** shall be entitled to three (3) weeks paid vacation during the term of this Agreement.

(c) **Employee** shall be provided with appropriate training.

(d) **Employee** agrees that her employment is not Government of Guam employment, and that there is no insurance coverage provided by the government, participation in the Government of Guam retirement system, accumulation of vacation leave or sick leave, or other benefits not specifically provided herein.

4. **Term.** The term of this Agreement shall be for one (1) year, and it may be extended upon the mutual agreement of the parties for additional one-year periods.

5. **Termination.** **Employee** shall serve at the PUC's pleasure and may be terminated at will upon thirty (30) days prior written notice.

6. **Employee's Duties on Termination.** In the event of termination of employment with the PUC for any reason, **Employee** agrees to deliver promptly to the PUC all equipment, notebooks, documents, memoranda, reports, files, samples, books correspondence, lists, or other written or graphic records, and the like, relating to the PUC's business, which are or have been in her possession or under her control.

7. **Law Governing Agreement.** This Agreement is to be interpreted and enforced in accordance with the laws of Guam.

8. **Severable Provisions.** If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the Agreement and the Agreement shall be enforced according to its valid and subsisting terms and provisions.

9. **Notices.** Any notices required to be given hereunder by the PUC to the Employee may be affected either by personal delivery in writing or by email to Employee's email address at the PUC. Any notices required to be given hereunder by the Employee to the PUC may be affected by personal delivery to the Chairman and the Chief ALJ or by email to the Chairman and the Chief ALJ.

10. **Attorney's Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which she may be entitled.

11. **Containment of Entire Agreement Herein.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of the Employee by the PUC and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement. No statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party charged.

12. **CERTIFICATE OF EMPLOYEE.** THE EMPLOYEE CERTIFIES TO THE PUC THAT SHE HAS READ THE FOREGOING AGREEMENT AND THAT SHE FULLY UNDERSTANDS ITS TERMS AND CONDITIONS, AND FURTHER CERTIFIES THAT THE FOREGOING TERMS AND CONDITIONS CONSTITUTE HER ENTIRE AGREEMENT WITH THE PUC, AND THAT NO PROMISES OR UNDERSTANDINGS OR REPRESENTATIONS HAVE BEEN MADE OTHER THAN THOSE STATED ABOVE. IT IS SPECIFICALLY AGREED BY THE PARTIES HERETO THAT THIS AGREEMENT SHALL BE SUBJECT TO MODIFICATION ONLY BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their respective names.

**EMPLOYEE:**

Dated: 9/25/2025

  
MARIE M. LEON GUERRERO

**COMMISSION:**

Dated: 09/25/2025

BY:   
JEFFREY C. JOHNSON, CHAIRMAN