

FIRST AMENDMENT TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
GUAM ANCESTRAL LANDS COMMISSION  
AND THE  
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES

THIS FIRST AMENDMENT (“first Amendment”) to the MEMORANDUM OF UNDERSTANDING BETWEEN THE GUAM ANCESTRAL LANDS COMMISSION (GALC) AND DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES (DPHSS-WIC) GUAM SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN (WIC) is entered into by and between the GALC and DPHSS-WIC.

**RECITALS**

**WHEREAS**, the GALC and DPHSS-WIC entered into a Memorandum of Understanding (“MOU”), which was approved by the Governor on April 30, 2018; and

**WHEREAS**, DPHSS-WIC has been occupying and utilizing, from the GALC a portion of Lot No. 2276 consisting of building number 15-6100, which is approximately 8000 sq.ft., including an adjacent all concrete utility building, parking lot and common area, in Tiyan, Guam

**WHEREAS**, the monthly compensation is \$8,400.00.

**WHEREAS**, the GALC, at its November 25, 2020, regular monthly board meeting, agreed that the Guam Economic Development Authority will resume property management of a portion of Lot No. 2276 consisting of building number 15-6100 currently being occupied by DPHSS-WIC.

**NOW, THEREFORE**, Section VI. Payments of the MOU is hereby amended to read as follows:


VI. **Payments.** All payments due to GALC from DPHSS-WIC shall be made payable to the Guam Economic Development Authority (GEDA) and remitted to the Guam Economic Development Authority (GEDA).

All other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING, on the date approved by the Governor of Guam.


  
**JOHN T. BURCH**, Executive Director  
Guam Ancestral Lands Commission

Date: 05.10.2021


  
**ARTHUR U. SAN AGUSTIN**, Director  
Department of Public Health and Social Services


Date: 06-09-2021

**CERTIFIED FUNDS AVAILABLE**

  
**RONALD F. ECLAVEA**, Chairman  
Guam Ancestral Lands Commission

Date: 05.10.2021

  
**TOMMY C. TAITAGUE**  
Administrative Services Officer  
Department of Public Health and Social Services  
Acct. No.: 5101E211712PA101/233-\$37,800.00  
Acct. No.: 5100A211712GA001/233-\$37,800.00  
Date: MAY 25 2021

  
**MARIA G. CRUZ**, Secretary/Treasurer  
Guam Ancestral Lands Commission

Date: 05.10.2021

  
**LESTER CARLSON, JR.**, Director  
Bureau of Budget & Management Research


Date: JUN 28 2021 **RECEIVED** JUN 25 2021

APPROVED AS TO LEGALITY AND FORM:

  
**LEEVIN T. CAMACHO**  
Attorney General of Guam

Date: 7/26/21

APPROVED: **Bureau of Budget and Management Research**

  
**JOSHUA F. TENORIO**  
ACTING GOVERNOR OF GUAM  
**LOURDES A. LEON GUERRERO**  
Governor of Guam

Date: 8/3/21

DPHSS 21-0431

  
**MELANIE MENDIOLA**, CEO/Administrator  
Guam Economic Development Authority

Date:

DEPARTMENT OF ADMINISTRATION  
DIVISION OF ACCOUNTS  
Registration Date: 8/3/2021  
Registration No: C210601750  
Vendor No: 26200000 *Sapungan* 9/21/21  
Registered By: Resy R. Sapungan

2021-14262  
RCVD AT CENTRAL FILE  
AUG 2 '21 PM 4:01

Elaine Tajalle

**VI. Payments.** All payments due to GALC from DPHSS-WIC shall be made payable to the Guam Economic Development Authority (GEDA) and remitted to the Guam Economic Development Authority (GEDA).

All other terms and conditions of the MOU shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this **FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING**, on the date approved by the Governor of Guam.

*[Signature]*  
**JOHN T. BURCH**, Executive Director  
Guam Ancestral Lands Commission

Date: 05.10.2021

*[Signature]*  
**ARTHUR U. SAN AGUSTIN**, Director  
Department of Public Health and Social Services

Date: 06-09-2021

**CERTIFIED FUNDS AVAILABLE**

*[Signature]*  
**RONALD F. ECLAVEA**, Chairman  
Guam Ancestral Lands Commission

Date: 05.10.2021

*[Signature]*  
**TOMMY C. TAITAGUE**  
Administrative Services Officer  
Department of Public Health and Social Services  
Acct. No.: 5101E211712PA101/233-\$37,800.00  
Acct. No.: 5100A211712GA001/233-\$37,800.00  
Date: MAY 25 2021

*[Signature]*  
**MARIA G. CRUZ**, Secretary/Treasurer  
Guam Ancestral Lands Commission

Date: 05.10.2021

*[Signature]*  
**LESTER CARLSON, JR.**, Director  
Bureau of Budget & Management Research

Date: \_\_\_\_\_

**APPROVED AS TO LEGALITY AND FORM:**

**APPROVED:**

*[Signature]*  
**LEEVIN T. CAMACHO**  
Attorney General of Guam

*[Signature]*  
**LOURDES A. LEON GUERRERO**  
Governor of Guam

Date: 7/29/21

Date: \_\_\_\_\_

*[Signature]*  
**MELANIE MENDIOLA**, CEO/Administrator  
Guam Economic Development Authority  
Date: 9/17/21

RCUD AT CENTRAL FILES  
AUG 2 '21 PM4:07  
**Elaine Tajalle**

GOVERNMENT OF GUAM  
DEPARTMENT OF LAND MANAGEMENT

921315

OFFICE OF THE RECORDER					
<b>RECORDING DATE:</b> <b>MAY 03, 2018</b>			921315		NO. PAGE:  8
FILE TIME		FILING FEES		RECEIPT NO:	
A.M.	P.M.	DE-OFFICIO			
Appointed Deputy Recorders for Ex-Officio Recorder			Signature of Recorder		
Lisa M. Quitano; Lisa P. Cruz, Jane T. Yamasaki; Victoria C. Torres; Amy T. Bautista; Joel Antenoracruz; May M. Castro			<i>Jane Yamasaki</i>		
MARK ( X ) TYPE OF INSTRUMENT RECORDED					
<input type="checkbox"/>	DEED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	AFFIDAVIT
<input type="checkbox"/>	MORTGAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RELEASE
<input type="checkbox"/>	ASSIGNMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	AMENDMENT
<input type="checkbox"/>	ADDENDUM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ASSUMPTION
<input type="checkbox"/>	DECREE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MAP
<input type="checkbox"/>	ORDERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JUDGEMENT
<input type="checkbox"/>	POWER OF ATTORNEY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	REVOCATION
<input type="checkbox"/>	AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TERMINATION
MARK ( X ) TYPE OF INSTRUMENT RECORDED					
<input type="checkbox"/>	LEASE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CLAIMS
<input type="checkbox"/>	CONTRACT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CANCELLATION
<input type="checkbox"/>	CERTIFICATE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NOTICE
<input type="checkbox"/>	DECLARATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	BILL OF SALE
<input type="checkbox"/>	EASEMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	WITHDRAWAL
<input checked="" type="checkbox"/>	OTHERS:	<i>Memorandum of Understanding</i>			
ABSTRACT OF TITLE SUMMARY					
ABSTRACT BY:		DATE	NEW CERTIFICATE OF TITLE NO.	CANCELLED CERTIFICATE OF TITLE NO.	
COMMENTS					
DATA ENTRY INFORMATION SECTION					
PROPERTY LISTING NO.					
MUNICIPALITY:					
LOT NUMBER				UNIT OF MEASUREMENT	
BLOCK NUMBER				SQUARE METERS	
TRACT NUMBER				SQUARE FEET	
ESTATE NO.					
L.M. NO.					
SEPIA NO.					
DATA ENTRY BY:					
SCANNED BY:					

GOVERNMENT OF GUAM - Department of Land Management  
Office of the Recorder

File for Record is Instrument Number 921315

On the Year 20 18 Month 05 Day 03 Time 11:02

Recording Fee De-Officio Receipt No. \_\_\_\_\_

Deputy Recorder Jane Yamasaki

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**Memorandum of Understanding**  
Between the  
Guam Ancestral Lands Commission  
And the  
Department of Public Health & Social Services  
(DPHS – WIC)

921313 17-0438

MEMORANDUM OF UNDERSTANDING

Between the

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GUAM ANCESTRAL LANDS COMMISSION

DEC 01 2017

JK 8:00AM

And the

Bureau of Budget and Management Research

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES

This MEMORANDUM OF UNDERSTANDING is entered into on the date indicated below between the GUAM ANCESTRAL LANDS COMMISSION (GALC) whose address is P.O. Box 2950 Hagatna, Guam 96932, and the DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES (DPHS-WIC) – GUAM SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN (WIC), Government of Guam, who's address is 15-6100, Mariner Avenue, Tiyan, Guam 96913-1601.

RECITALS

WHEREAS, DPHSS-WIC has been occupying and utilizing, from the GALC a portion of Lot No. 2276 consisting of building number 15-6100, including an adjacent all concrete utility building, parking lot and common area consisting of approximately +/-8000 sq. ft., Tiyan, Guam; and

WHEREAS, DPHSS-WIC wishes to enter into a Memorandum of Understanding (MOU) with the GALC for the continued use of this property;

WHEREAS, the GALC has entered into a MOU with the GUAM ECONOMIC DEVELOPMENT AUTHORITY (GEDA) to act as property manager on behalf of GALC;

NOW THEREFORE, it is agreed as follows:

- 1. Authorization to use property; Description of property. The GALC hereby authorizes the DPHSS-WIC to occupy and use, subject to all of the terms and conditions of this MOU, the following described real property (Property):

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Bureau of Budget and Management Research

A portion of Lot No. 2276 consisting of building number 15-6100, including an adjacent all concrete utility building, parking lot, and common area consisting of approximately +/-200 sq. ft., Tiyan, Guam, as delineated in Exhibit "A" attached and made a part hereof.

- II. **Terms.** Except as otherwise provided herein, the term of this MOU shall be renewable annually for a period not to exceed five (5) years commencing upon the approval of the Governor.
- III. **Option to extend.** Upon mutual consent of the GALC, the DPHSS-WIC may extend the term of this MOU upon the same terms, covenants, and conditions as herein contained. In order to exercise said option to extend, the DPHSS-WIC shall deliver to the GALC written notice of its intent to extend the term no later than sixty (60) days before the end of the MOU.
- IV. **Limitation to described purpose.** The Property may be occupied and used by the DPHSS-WIC solely for the activities proposed by the DPHSS-WIC and continuing until this MOU is terminated as provided herein. In no event shall the DPHSS-WIC begin any required licensed activity without obtaining all requisite authorization and permits from the appropriate Government of Guam or Federal agency or authority.
- V. **Compensation.**
  1. The GALC and the DPHSS-WIC expressly acknowledge that compensation for this MOU shall be \$1.05 per square foot. The monthly compensation of \$8,400 is payable on the beginning term of the license as stated in Paragraph I and monthly thereafter. Compensation is inclusive of all common area structures within Exhibit A.
  2. Upon annual renewal of this MOU, the monthly compensation during the renewal annual term shall be equal to the fair market value of the Property. Determination of fair market value shall be based on a then current appraisal, or other reasonable method as acceptable by the GALC, of the Property paid for by the DPHSS-WIC.
  3. If the DPHSS-WIC exercises its option to extend the term of the MOU beyond the Termination Date, the monthly compensation during the extended term shall be equal to the fair market value, or other determined value as acceptable to the GALC, of the Property to be assessed during the annual renewal. Determination

of fair market value shall be based on a then current appraisal of the Property paid for by the DPHSS-WIC.

- VI. **Payments.** All payments due to GALC from DPHSS-WIC shall be made payable to the GALC and remitted to the GALC.
- VII. **Termination.** This MOU may be terminated by either party on ninety (90) days written notice prior to the Termination Date. Upon termination by written notice, the provisions of this MOU shall be terminated.
- VIII. **Utilities and maintenance.** Any and all utilities and maintenance of the Property described herein shall be borne and paid for by the DPHSS-WIC.
- IX. **No interest in real property.** The DPHSS-WIC expressly acknowledges and agrees that it does not and shall not claim at any time any interest or estate of any kind or extend whatsoever in the above described Property of the GALC by virtue of the rights granted under this MOU or occupancy or use granted herein.
- X. **Assignment of rights.** The rights of the DPHSS-WIC under this MOU are personal to the DPHSS-WIC and may not be transferred nor assigned to any other person, firm, corporation, or other entity.
- XI. **Indemnification of licensor.** In consideration of the privilege granted by this MOU, the DPHSS-WIC shall not claim any cost, claims, or damages arising in or on the Property described above regardless of the fault or negligence of the GALC while being used by the DPHSS-WIC and the DPHSS-WIC's officers, employees, members, guests, clients, or invitees, and the DPHSS-WIC shall indemnify the GALC from any and all costs, losses, claims, or damages of any kind or nature arising in connection with the use of the real property described above by the DPHSS-WIC and DPHSS-WIC's officers, employees, members, guests, clients, or invitees.
- XII. **No warranty.** The GALC does not warrant or represent that the Property described above is suitable for the purpose for which it is permitted to be used, nor that the DPHSS-WIC is specifically entitled to the issuance of any permits necessary to carry out any activity on said Property.
- XIII. **Entire Agreement.** This MOU shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this MOU shall not be binding upon either party except to the extent incorporated in this MOU.



- XIV. **Modification of agreement.** Any modification of this MOU or additional obligation shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.
- XV. **Governing law.** It is agreed that this MOU shall be governed by, constructed, and enforced in accordance with the laws of Guam.
- XVI. **No waiver.** This failure of either party to this MOU to insist upon the performance of any of the terms and conditions of this MOU, or the waiver of any breach of any of the terms and conditions of this MOU, shall not be construed as thereafter waiving any such terms and conditions, but the same continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- XVII. **Binding effect.** This MOU shall bind and inure to the benefit of any respective successors of the parties.
- XVIII. **Notices.** Any notice provided for or concerning this MOU shall be in writing and shall be deemed sufficiently given when sent by email, certified or registered mail to the respective address of each party as set forth at the beginning of this MOU.
- XIX. **Removal of improvements upon termination.** Upon termination, the DPHSS-WIC at the DPHSS-WIC sole expense shall remove all improvements constructed or erected on the Property described herein, unless the GALC approves for the improvements to remain on the Property.
- XX. **Public liability and property damage insurance.** The DPHSS-WIC will procure, at its own cost and expense and keep in force during said term for the mutual benefit of the GALC and the DPHSS-WIC, a policy of comprehensive liability insurance in such form and such insurance company as the GALC shall approve. Said policies or copies thereof must be deposited with the GALC and must cover the Property, including entrances to the Property and sidewalks and parking areas adjacent to the Property. The GALC may review the foregoing limits of coverage and require increases therein. Said policy or policies shall also contain a clause stating that the insurer will not cancel or change insurance coverage without first giving the GALC and the DPHSS-WIC thirty (30) days prior written notice of such change or cancellation.

XXI. Pre-existing conditions and release of liability. Parties recognize there may be known or unknown pre-existing conditions of the Property described herein, and agree to hold each other harmless from any liability arising out of such conditions.

XXII. Superseding clause. This MOU shall supersede all previous licenses and MOUs between the GALC and the DPHSS-WIC for the Property.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below.

Michael J.B. Borja - 12/7/17  
MICHAEL J.B. BORJA, Director, DLM

Anthony J.P. Ada 15 NOV 2017  
ANTHONY J.P. ADA, Chairperson  
Guam Ancestral Lands Commission

James W. Gillan  
JAMES W. GILLAN, Director  
Department of Public Health and  
Social Services

Date: 15 NOV 20 17

Date: 11. 30. 17

Maria G. Cruz  
MARIA G. CRUZ, Secretary Treasurer  
Guam Ancestral Lands Commission

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DEC 01 2017

Bureau of Budget and  
Management Research

Date: NOV. 15, 2017

CERTIFIED FUNDS AVAILABLE:

APPROVED: **LEAKED PER  
BMR'S REVIEW**

Tommy C. Taitague  
TOMMY C. TAITAGUE  
Administrative Services Officer  
Department of Public Health and  
Social Services

Lester Carlson, Jr. 12/1/17  
LESTER CARLSON, JR.  
Acting Director  
Bureau of Budget & Management  
Research

Date: NOV 29 2017

Date: DEC 12 2017

**RECEIVED**  
DEC 11 2017

Bureau of Budget and  
Management Research

17-0438  
921315

SUBJECT TO AVAILABILITY OF LOCAL AND FEDERAL FUNDS

ACCOUNT NO:	1) 5101E181712PA101/233 ✓ 2) 5101E181712PA112/233 ✓ 3) 5100A181712GA001/233 ✓
AMOUNT:	1) \$42,000.00 ✓ 2) \$8,400.00 ✓ 3) \$50,400.00 ✓
VENDOR NO:	
DOCUMENT NO:	C18-1700-010

APPROVED AS TO LEGALITY AND FORM:

APPROVED

  
**ELIZABETH BARRETT ANDERSON**  
 Attorney General of Guam

  
**EDWARD J.B. CALVO**  
 Honorable Governor of Guam

Date: 4/17/18  
 DPHSS 17-0438

Date: 4-30-18

\*Memorandum of Understanding (MOU) between Department of Public Health and Social Services (DPHSS) and the Guam Ancestral Lands Commission (GALC) for the lease of GALC's Tiyan Office in the amount of \$100,800 for FY 2018.

01/11/18  
 1120 11/11

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 12:30:17  
 OFFICE OF THE ATTORNEY GENERAL  
 SOLICITORS DIVISION