



OFFICE OF LEGAL COUNSEL

Ufisinan I Maga'hågan Guåhan
Office of the Governor of Guam

LOURDES A. LEON GUERRERO
Governor of Guam

JOSHUA F. TENORIO
Lieutenant Governor of Guam

Transmitted via Central Files

August 3, 2021

MR. ARTHUR U. SAN AGUSTIN, MHR

Director

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES

155 Hesler Place

Hagatna, Guam 96910

Re: Memorandum of Understanding with GALC (CF#2021-14262)

Hafa Adai Mr. San Agustin:

The following documents are transmitted with the signature of *I Åkto Maga'låhen Guåhan*:

Department of Public Health and Social Services: First Amendment to the Memorandum of Understanding between the Guam Ancestral Lands Commission and the DPHSS

Any questions or concerns can be sent directly to the Legal Counsels via email (sophia.diaz@guam.gov or leslie.travis@guam.gov) or call (671) 473-1118.

Senseramente,

SOPHIA SANTOS DIAZ

Legal Counsel

Enclosure(s): MOU

cc via email: *Maga'hågan Guåhan*
Sigundo Maga'låhen Guåhan

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.

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

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

Date: 05.10.2021

Date: 06-09-2021

CERTIFIED FUNDS AVAILABLE

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

[Signature]
TOMMY C. TRITAGUE
Administrative Services Officer
Department of Public Health and Social Services

Date: 05.10.2021

Date: MAY 25 2021

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

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

**CLEARED PER
BBMR'S REVIEW**

RECEIVED

Date: 05.10.2021

Date: JUN 28 2021

JUN 25 2021

APPROVED AS TO LEGALITY AND FORM:

[Signature]
LEEVIN T. CAMACHO
Attorney General of Guam

APPROVED:

**Bureau of Budget and
Management Research**

for:
[Signature]
ACTING GOVERNOR OF GUAM, JOSHUA F. TENORIO
LOURDES A. LEON GUERRERO
Governor of Guam

Date: 7/2/21

Date: 8/3/21

DPHSS 21-0431

2021-14262

RCVD AT CENTRAL FILES
JUL 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

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

Date: 05.10.2021

Date: 06-09-2021

CERTIFIED FUNDS AVAILABLE

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

[Signature]
TOMMY C. TAITAGUE
Administrative Services Officer
Department of Public Health and Social Services

Date: 05.10.2021

Date: MAY 25 2021

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

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

Date: 05.10.2021

Date: _____

APPROVED AS TO LEGALITY AND FORM:

APPROVED:

[Signature]
LEEWIN T. CAMACHO
Attorney General of Guam

[Signature]
LOURDES A. LEON GUERRERO
Governor of Guam

Date: 7/24/21
DPHSS 21-0431

Date: _____

RCVD AT CENTRAL FILES
AUG 2 '21 PM4:07

Elaine Tajalle

GOVERNMENT OF GUAM
DEPARTMENT OF LAND MANAGEMENT

921315

OFFICE OF THE RECORDER				
RECORDING DATE: MAY 03, 2018		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"/>	AFFIDAVIT
<input type="checkbox"/>	MORTGAGE	<input type="checkbox"/>	<input type="checkbox"/>	RELEASE
<input type="checkbox"/>	ASSIGNMENT	<input type="checkbox"/>	<input type="checkbox"/>	AMENDMENT
<input type="checkbox"/>	ADDENDUM	<input type="checkbox"/>	<input type="checkbox"/>	ASSUMPTION
<input type="checkbox"/>	DECREE	<input type="checkbox"/>	<input type="checkbox"/>	MAP
<input type="checkbox"/>	ORDERS	<input type="checkbox"/>	<input type="checkbox"/>	JUDGEMENT
<input type="checkbox"/>	POWER OF ATTORNEY	<input type="checkbox"/>	<input type="checkbox"/>	REVOCATION
<input type="checkbox"/>	AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>	TERMINATION
MARK (X) TYPE OF INSTRUMENT RECORDED				
<input type="checkbox"/>	LEASE	<input type="checkbox"/>	<input type="checkbox"/>	CLAIMS
<input type="checkbox"/>	CONTRACT	<input type="checkbox"/>	<input type="checkbox"/>	CANCELLATION
<input type="checkbox"/>	CERTIFICATE	<input type="checkbox"/>	<input type="checkbox"/>	NOTICE
<input type="checkbox"/>	DECLARATION	<input type="checkbox"/>	<input type="checkbox"/>	BILL OF SALE
<input type="checkbox"/>	EASEMENT	<input type="checkbox"/>	<input type="checkbox"/>	WITHDRAWAL
<input 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

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

021010 17-0438

MEMORANDUM OF UNDERSTANDING

Between the

RECEIVED

GUAM ANCESTRAL LANDS COMMISSION

DEC 01 2017 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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CFD1117-5905

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 SN 0
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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APR 8 10 11 AM
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

OFFICE OF THE COMPTROLLER
Date: NOV 29 2017

Date: DEC 12 2017

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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.

07/17/18
 11/11

RECEIVED
 12-30-17
 OFFICE OF THE ATTORNEY GENERAL
 SOLICITORS DIVISION