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**EDDIE BAZA CALVO**  
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Lieutenant Governor

**DIPĀTTAMENTON MINANEHAN TĀNO'**  
(Department of Land Management)

**KUMISION I TĀNO' SAINA-TA**  
(Guahan Ancestral Lands Commission)



**MICHAEL J.B. BORJA**  
Director

**DAVID V. CAMACHO**  
Deputy Director

**REGULAR BOARD MEETING AGENDA**

Department of Land Management Conference Room  
3<sup>rd</sup> Floor, ITC Building, Tamuning  
Wednesday January 25, 2017; 2:00 PM

**Public Notice: The *Guam Daily Post* on  
Wednesday, January 18, 2017 and Monday, January 23, 2017.**

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES
  - A. Minutes November 30, 2016
- IV. OLD BUSINESS
  - A. Tran Steel
  - B. MOU GEDA
  - C. MOU WIC & GEPA
- V. NEW BUSINESS
  - A. Hanom Property – Lots 7100, 7102, 7103, 7146
  - B. Lot 2249, Part of Radio Barrigada, 80-6, Barrigada, Guam
  - C. Northern Market
- VI. REPORTS
  - A. GEDA
  - B. Director
- VII. ADJOURNMENT







# GUAM ANCESTRAL LANDS COMMISSION

a division of the  
DEPARTMENT OF LAND MANAGEMENT



Eddie Baza Calvo  
Governor

Ray Tenorio  
Lieutenant Governor

Michael J.B. Borja  
Director

David V. Camacho  
Deputy Director

In compliance with Public Law 24-109,  
**Guam Ancestral Lands Commission**

Published the

Public Meeting Announcement

For

**Wednesday, January 25, 2017**

in the

**Guam Daily Post on Wednesday, January 18 and Monday, January  
23, of 2017**

Attached are photo copies of the published GALC Meeting Notices

ITC Building, Dept. of Land Management Office, 3<sup>rd</sup> floor, West Wing | P.O. Box 2950, Hagåtña, Guahan 96932

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**CONGRESS CENTER:** A general view shows the congress center of the annual meeting of the World Economic Forum (WEF) in Davos, Switzerland. Reuters



**CRYSTAL AWARDS:** U.S. actor Forest Whitaker, left, and Colombian singer Shakira, right, attend the Crystal Awards ceremony on the eve of the World Economic Forum in Davos, Switzerland, Monday. AP

## China's Xi takes spotlight at Davos as US makes transition

DAVOS, Switzerland (AP) — China is taking the world's most elite annual gathering by storm.

President Xi Jinping leads a Chinese delegation of over 100 officials and scores of business executives attending the World Economic Forum, embodying a tectonic shift at an event that started nearly a half-century ago among Europeans and Americans.

Xi's opening plenary address Tuesday to political and business leaders is shaping up as perhaps the highlight both of this year's WEF and Xi's one-country European visit to ultra-stable and chronically neutral Switzerland.

"The two countries will strive to maintain world peace and stability, promote common development and jointly maintain a global trade system which is open and tolerant," Xi told reporters at a joint briefing with Swiss President Doris Leuthard on Monday. "We will push global governance toward a fairer and more reasonable direction."

It comes as mainstream Western democratic leaders have been grappling with populist movements at home, including the one that helped undergird Donald Trump's U.S. presidential election victory. Trump's transition team plans to have only one top

adviser, Anthony Scaramucci, attending the forum ahead of Friday's presidential inauguration.

**Shakira calls for more early childhood education**  
Shakira is suggesting an antidote for violent conflict and divisive populism: Get more kids in pre-school.

The Colombian singer is using her distinctive voice to lobby the world's rich and powerful at the World Economic Forum in Davos for more spending on early childhood education.

Asked if she had a message for U.S. President-elect Donald Trump, she urged solid education policies that

instill "inclusiveness and tolerance" for future generations.

Recalling a childhood in Colombia marred by war, she said: "If we really want peace, we need to invest in education."

Shakira and actor Forest Whitaker were given special awards at Davos on Wednesday for their humanitarian work.

Whitaker noted that his charity work in societies emerging from conflict requires coordination with governments of different stripes, and he stressed the importance of grassroots activity.

**GUAHAN ANCESTRAL LANDS COMMISSION**  
Kumision i Tãno' Saina-Ya

**NOTICE OF BOARD MEETING**

The GUAM ANCESTRAL LANDS COMMISSION (GALC)  
Board Meeting will be held on Wednesday, January 25, 2017 at 2:00pm, Department of Land Management conference room, 3rd Flr. of the ITC Building, 590 S. Marine Corps Drive, Tamuning. Individuals requiring special accommodations, auxiliary aids or services, may contact 849-5263 ext 432.

This ad paid for by Government funds.

### Notice of FCAG 2017 Membership Drive

The Farmer's Cooperative Association of Guam invites all interested qualified commercial producers and prospective farmers who qualify as a "producer" under 18GCA Ch-13 to submit an application for membership no later than Friday, January 27, 2017 to the FCAG office.

Membership Applications may be picked up at the FCAG Office located at 144 West Santa Monica Ave. in Dededo, Monday thru Friday between the hours of 9:am-12:noon & 1:00-3:00p.m. Call 989-3276 or email: [fcaguam@gmail.com](mailto:fcaguam@gmail.com) with questions or comments.

FCAG, Inc. dba Guam Farmers CO-OP - P. O. Box 9227, Dededo, Guam 96929.

DEPARTMENT OF  
**LABOR**  
DEPARTAMENTU HUNOTINAT • San Mateo, T.D., Director • Cecilia B. Suka, Deputy Director

**PUBLIC HEARING NOTICE**

The Guam Department of Labor (GDOL) is seeking public input in the update of the Guam Registered Apprenticeship Program Demand Occupations Listing.

A public hearing will be conducted on Friday, January 20, 2017, at 10:00 a.m. in the American Job Center (AJC) conference room, 3rd floor of the Bell Tower Plaza in Hagåtña. The public is invited to attend and provide testimony on which areas need additional professional and skilled technical trade workers. Written testimony may also be sent via email to [apprenticeship@dol.guam.gov](mailto:apprenticeship@dol.guam.gov) or by fax to 475-6811 until close of business on January 20, 2017.

Copies of the prior year's approved Guam Registered Apprenticeship Program Demand Occupations Listing are on file and available for examination at the Guam Department of Labor Director's Office located on the 4th floor of the GOC Building in Hagåtña.

For more information, please contact GDOL at 300-4572. Requests for reasonable accommodations must be made at least 72 hours in advance.

This ad is paid with government funds by the Guam Department of Labor



GUAM DAILY POST • MONDAY, JANUARY 23, 2017

# What drove women to join marches around the world this weekend?

By Magdalena Mis, Nita Shalla and Ellen Wulforth  
Thomson Reuters Foundation

**LONDON/DELHI/WASHINGTON** — Hundreds of thousands of women took to the streets in cities around the world on Saturday in opposition to U.S. President Donald Trump, a day after his inauguration.

Organizers expected up to 1 million people to participate in the marches in a global display of unity that culminated in a march in the U.S. capital of Washington, D.C.

Women protesters, many wearing pink knit hats, marched through downtown Washington around the White House and other landmarks, and also protested in other U.S. cities.

Thousands of women also took to the streets of Sydney, London, Tokyo, New Delhi and other European and Asian cities in solidarity.

Trump has angered many people with comments seen as demeaning to women, Mexicans and Muslims, and worried some abroad with his vow on Friday to put "America first."

**"I came in support of women's rights"**

We asked some of the people taking part in these events why this had become a global day of action and what they hoped to achieve.



**MARCH:** Demonstrators take part in the Women's March to protest Donald Trump's inauguration as the 45th president of the United States near the U.S. Capitol in Washington, Jan. 21. Lucas Jackson/Reuters

"I came in support of women's rights and to protect our future and our health, and to prevent backsliding from the few gains we've made in the last few decades," Karla Jackson, a 56-year-old pensioner from Raleigh, North Carolina, said as the Washington march got underway.

Meredith Dutterer, 37, of Clover, South Carolina, came to Washington with her 9-year-old daughter Elife.

"We came to celebrate women's equality, because she's 9 and I'd like for

her to have more opportunities than I had," Dutterer said.

In London, organizers said an estimated 80,000 to 100,000 people took part in the march, including Mayor Sadiq Khan.

"I'm here to show support for all the women, especially in Washington," said Penny Dedman, 66.

"They need to see other people coming together. People woke up this morning realizing (Trump's presidency) was real. We have to do something about it," she said.

"In 2017, it's a disgrace there's inequality, so I'm here to support equality and freedom, and protest against sexism and the suppression of women's rights," said writer Kip Hall, 42, another London protester and

one of the many men who joined the march.

In Barcelona, Spain, around 2,500 people joined the protest, organizers said. "My message is that it is time to wake up and inform ourselves. This is no time to sit by. We need to make it happen," said Stephanie Loveless, 33, a doctoral researcher and organizer of the Barcelona march.

**"I want to go out without feeling scared"**

Protesters also took to the streets of the Indian capital New Delhi.

"I am here because I want to go out without feeling scared of being molested. You face it day and night. It has become normalized," said activist Logna Bezbaruah, 25.

"I am here today because I support the cause of equality. Women aren't asking for more rights, just equal rights," said activist Bhanu Pratap Pangtey, 27.

In the southern city of Bengaluru, where police are investigating reports of the mass molestation of women on New Year's Eve, protesters said people should fight against sexual harassment being seen as normal.

"I and a lot of my friends have to deal with a lot of crap, mostly from men," said Gayatri Ashta, 25, a technology consultant.

"Somewhere my anger had over the years become acceptance and then plain complacency. This march has reminded me that we don't have to accept this," she said.

**GUAMAN ANCESTRAL LANDS COMMISSION**  
Kumision I Tãno' Saina-Ta

**NOTICE OF BOARD MEETING**

The GUAM ANCESTRAL LANDS COMMISSION (GALC) Board Meeting will be held on Wednesday, January 25, 2017 at 2:00pm, Department of Land Management, conference room, 3rd Fl. of the ITC Building, 590 S. Marine Corps Drive, Tamuning. Individuals requiring special accommodations, auxiliary aids or services, may contact 649-5263 ext 432.

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**GUAM ELECTION COMMISSION**  
Kumision Ilekcion Guåhan

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414 West Soledad Avenue, Hagåtña, Guam 96910  
Tel: (671) 477-9791 • Fax: (671) 477-1895  
E-Mail: [votes@gec.guam.gov](mailto:votes@gec.guam.gov) Website: [www.gec.guam.gov](http://www.gec.guam.gov)

**GUAM ELECTION COMMISSION REGULAR MEETING**

The Guam Election Commission has scheduled its monthly meeting for Monday, January 30, 2017 at 5:30 p.m., at the Guam Election Commission Conference Room 200, 414 W. Soledad Ave., GCJC Building, Hagåtña, Guam.

The public is invited. For individuals requiring special accommodations, auxiliary aids or services please contact the Guam Election Commission. For more information, you may call Helen M. Atalig at (671) 477-9791 or send an email to [votes@gec.guam.gov](mailto:votes@gec.guam.gov).

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Department of Public Health and Social Services  
**GUAM WIC PROGRAM**  
15-6100 Mariner Avenue, Barrigada (Tyra), Guam 96913-1601  
Tel: 671-475-0300 Fax: 671-477-7845

**ATTENTION FARMERS**

The Department of Public Health and Social Services Guam WIC Program is pleased to announce the

**FARMERS' MARKET NUTRITION PROGRAM**  
**OPEN ENROLLMENT for FY 2017**

If you are a bonafide (certified) Guam Farmer with the Department of Agriculture and grow fruits and vegetables,  
**You are welcome...**

Interested farmers may pick-up an application and information packet From January 23, 2017 to February 23, 2017 at DIVISION, Guam WIC Program Administration Office Bldg, 15-6100, Mariner Avenue, Barrigada (Tyra) from Monday to Friday at 8:00 a.m. to 5:00 p.m., Closed on Government Holidays

**JAMES W. GILLAN**  
Director

For more information, please call Ms. Renee J. Camacho-Talagas, FINP Coordinator at 475-0292 or Ms. Derek Gumatocan, FINP Manager at 475-0300. WIC FINP is 100% Federally Funded by the United States Department of Agriculture (USDA).

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**BOARD OF  
COMMISSIONERS**



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*(Department of Land Management)*



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- Anthony JP. Ada**  
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- Antonio A. Sablan**  
Commissioner
- Louisa Wessling**  
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Governor

**RAY TENORIO**  
Lieutenant Governor

**MICHAEL J.B. BORJA**  
Director

**DAVID V. CAMACHO**  
Deputy Director

**GALC COMMISSION MEETING MINUTES**  
**Department of Land Management Conference Room**  
**3<sup>rd</sup> Floor, ITC Building, Tamuning**  
**Wednesday, November 30, 2016 | 2:05pm to 5:35pm**

Street Address:  
590 S. Marine Corps Drive  
Suite 733 ITC Building  
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P.O. Box 2950  
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**I. CALL TO ORDER**

Meeting was called to order at 2:05pm by Chairwoman Anita Orfino

**Chairperson Anita Orfino:** In Compliance with public law 24-109, Guam Ancestral Lands Commission published the public meeting announcement on Wednesday, November 23, 2016 and Monday, November 28, 2016 in the Guam Daily Post.

**II. Roll Call**

Present were Chairwoman Anita F. Orfino, Vice-Chairman Ronald T. Laguana, Secretary Maria Cruz, Commissioner Ronald Eclavea, Commissioner Anthony Ada, Commissioner Antonio Sablan, Commissioner Louisa M. Wessling-Absent, Deputy Director David Camacho, Land Administrator Margarita Borja, Karen Charfauros, Land Agent, Kristan Finney, Attorney.

**Chairperson Anita Orfino:** This meeting is called to order. We move to the approval of the minutes.

**III. Approval of Minutes**  
**A. October 26, 2016**

**\*Vice Chair Ronald Laguana:** I make the motion to approve the minutes subject to corrections.

**Chairperson Anita Orfino:** There is a motion on the floor to approve the minutes from October 26, 2016, is there a second?

**Commissioner Louisa Wessling:** I second the motion.

**Chairperson Anita Orfino:** Seconded it by Commissioner Louisa Wessling all in favor say "aye"

**All Commissioners:** "Aye".

**Chairperson Anita Orfino:** All oppose?

**No response**

**Deputy Director David Camacho:** I would like the Board to recognize the new Chairperson we now relinquish the gavel to the newly elected Chairperson, Anthony Ada.

**Chairperson Anita Orlino:** I would like to welcome our newly elected Chairperson for Guam Ancestral Lands Commission, Anthony J.P. Ada, and I want to thank you for your support in the 13 years I could not have done this without you.

**Commissioner Antonio Sablan:** Thank you Mrs. Chair.

**Chairman Anthony Ada:** I have a big responsibility and role to fill after you Chairwoman Orlino.

#### **IV Public Comments**

**Chairman Anthony Ada:** The first thing I like to do is re-arrange the sequence of the agenda if everyone agrees, I would like to move item four, public comments. I want it to relate to the topics discussed from old and new business so we can get fed back on these items so I would like to move public comments after new business. This will be the time people will chime in only on the matters being discussed.

**Commissioner Ronald Eclavea:** I can see that it should be following new business but is that the normal thing to follow in Roberts Rules? Is that in line with Roberts Rules?

**Chairman Anthony Ada:** We will have to verify?

**Commissioner Ronald Eclavea:** I am all for it if it is in Roberts Rules.

**Vice Chair Ronald Laguana:** From my understanding the Chair has overall control over the agenda you can look it up but I think it is at his discretion, what goes on the agenda and the order of the agenda.

**Chairman Anthony Ada:** The rationale is so that we can have an efficient meeting, if we allow public comments to come in all different angles there is no agenda if somebody wants something on the agenda then we place it on the agenda.

**Commissioner Ronald Eclavea:** I am all for it just as long as it is in Roberts Rules.

**Deputy Director David Camacho:** Public comments is when somebody expresses a concern that they have, we could follow up, reschedule it, or put it in the next agenda. It is not to discuss the topic it is when somebody expresses a concern that they have.

**Commissioner Ronald Eclavea:** So it is not limited to what the discussions on the agenda they can express concerns and we take it under advisement.

**Chairman Anthony Ada:** If we still did that we won't get to our agenda.

**Deputy Director David Camacho:** There should be limitations set by the chairperson say we will take your comments into consideration and we will follow up.

**Chairman Anthony Ada:** I still want it to come after new business and we can clarify what can be brought up.

**Commissioner Ronald Eclavea:** Yes but can we still verify with Roberts Rules?

**V. OLD BUSINESS**

**A. TRAN STEEL**

**B. A-6, A-7 EASEMENT**

**C. DETERMINATION OF NEED – POLARIS POINT**

**Chairman Anthony Ada:** We now move to old business and we have Tran Steel, A-6, A-7 Easement, Determination Of Need – Polaris Point. Do we have a representative from Tran Steel?

**Mr. John Pearson:** My name is John Pearson representative of Tran Steel management.

**Chairman Anthony Ada:** The last time we met Mr. Pearson was asking for consideration on rental payments. There is a statement that shows on November 1<sup>st</sup> he was invoiced and we received payment on November 10<sup>th</sup> of \$2,500 with a remaining balance of \$3,000 as of November 30, as of today's date. Mr. Pearson we did not want the payment plan that you were proposing to extend beyond the period of the license with the \$2,500 payment that was a healthy deposit you still have \$3,000 left and it is already December.

**Mr. John Pearson:** Despite the fact of the market price in the business I am engaging in I was able to sell, like I mentioned last meeting I was about to sign a contract with the suppliers and I was able to sell equipment and metal and I was able to make a deposit in November. I have two containers in the yard and I am working on it and that will bring more income and that will take care of the old payment which will happen around December. I have a written request to take care of everything by June of 2017 the income right now is not enough to take care of the full payment of what I owe plus current if there is a possibility I can extend payment until June of next year to meet balance and current payment.

**Chairman Anthony Ada:** The license you signed ends at the end of this year?

**Mr. John Pearson:** Yes. So if there is any way you can give me to June to take care of the full payment of what I owe plus current once this balance out I can concentrate on the remaining six months

**Chairman Anthony Ada:** I recall the last meeting we weren't going to renew the license until you caught up is that correct?

**Mr. John Pearson:** Right. If I can come up with the remaining amount by December I will be more than happy.....I will try my best to take care of the payments

**Chairman Anthony Ada:** Can you make a payment every month?

**Mr. John Pearson:** Yes that is the thing .....

**Chairman Anthony Ada:** From this point on can you make a payment every month?

**Mr. John Pearson:** Yes. I cannot guarantee what amount but I can make payment.

**Chairman Anthony Ada:** Our concern is if you continue to have a license you will continue to incur \$500 a month.

**Mr. John Pearson:** Yes.

**Chairman Anthony Ada:** And right now you cannot make the \$500 a month right? You will farther and farther behind.

**Mr. John Pearson:** That is why the extension until June is to take care of the old balance plus the current gives me time to work on it. But I can assure that by end of June the old balance plus current amount will balance out

**Chairman Anthony Ada:** You will fall farther behind.

**Mr. John Pearson:** I will not stop at paying \$500 a month if there is additional amount I will pay what I owe and current lease amount.

**Chairman Anthony Ada:** What do you have on the lot right now?

**Mr. John Pearson:** Equipment, forklift, containers that is pretty much it.

**Commissioner Louisa Wessling:** I know you can't guarantee but what source of income do you have some sort of assurance so that if we extend the lease we can expect some sort of payment. I understand from the last meeting that your extension predicated on you paying of the balance isn't that correct? In order for the board to consider in all fairness to consider an extension is some proof of future income that would be reasonable for both sides. As the Chairman stated we would hate to see you get further into debt.

**Mr. John Pearson:** I mentioned last meeting about the signing of the Taiwan recycling buyer that went through, the reason I was able to make payment was because I had business. Currently I have two containers and I am working on it make \$2,000 some which I can make toward payment, the amount which I owe. I don't have physical evidence I don't have that to show you, but I equipment in the yard the material in the yard based on the fact of what I have that is producing my income.

**Chairman Anthony Ada:** Do you have a sign contract with the Taiwan buyer?

**Mr. John Pearson:** Prices fluctuates it depends on the economy, I can't sell what is on the yard because there is no demand.

**Chairman Anthony Ada:** Do you have a signed agreement?

**Mr. John Pearson:** The reason I am explaining is we cannot have a contract for so many years it depends on the market price.

**Chairman Anthony Ada:** No signed contract.

**Mr. John Pearson:** No signed contract but I can forward what I have.

**Chairman Anthony Ada:** Do you have a buyer for your equipment?

**Mr. John Pearson:** I have people calling me.

**Chairman Anthony Ada:** Have you sold equipment?

**Mr. John Pearson:** No.

**Chairman Anthony Ada:** There are two ways for you to make income, you don't have a signed contract you are still looking for somebody to buy the materials.

**Mr. John Pearson:** The two containers I am loading up is already engaging to sell to the Taiwan company. I can get evidence from the buyer.

**Chairman Anthony Ada:** That is what you mentioned a few weeks back.

**Mr. John Pearson:** That's what I have right now other income I produce is one container which I sent to Taiwan I have two containers right now and I am filling them.

**Commissioner Antonio Sablan:** I take it Tran Steel is a corporation?

**Mr. John Pearson:** Yes sir.

**Commissioner Antonio Sablan:** If you owe Ancestral Lands \$3,000 is it the beginning of June you intend to pay us? Nonetheless it is going to be another \$3,500 you owe us. Did I understand that you will be making payment?

**Mr. John Pearson:** Yes.

**Commissioner Antonio Sablan:** And how much?

**Mr. John Pearson:** I could at least.....

**Commissioner Antonio Sablan:** The problem here is as a landlord on behalf of Ancestral Lands I don't want the land to be used and not realize any income in the meantime. So if you owe us \$3,000 are saying you will be paying for the current month? And part of the whole amount?

**Mr. John Pearson:** Yes.

**Commissioner Antonio Sablan:** Can you pay a \$1,000 a month?

**Mr. John Pearson:** That is something I cannot really guarantee. I came up with \$2,500 with the materials I had, I can make the \$500 plus the original amount I owe.

**Commissioner Antonio Sablan:** It is very "iffy". We want to consider cutting our loss, collect what you owe us and rent the property out to somebody else or do we continue to give you leeway, there are no guarantees you're a corporation. Are you willing to sign as an individual to guarantee the payments in case your corporation falters?

**Mr. John Pearson:** Yes.

**Commissioner Antonio Sablan:** You will be personally responsible if your corporation doesn't pay?

**Mr. John Pearson:** Yes.

**Commissioner Antonio Sablan:** So back again to the payment, you will pay \$500.....

**Mr. John Pearson:** Plus the additional amount.

**Commissioner Antonio Sablan:** Is there a set amount that you can guarantee, something we can look forward to? Something we can report to the people we report to we don't want to say they keep trying and trying.

**Mr. John Pearson:** At the last meeting I owe about \$7,000, in the last two months I was able to come up with a decent payment. This could be done, my agenda is to take care of the whole amount, I am not neglecting this I wish I can tell you folks I can pay this off next month but I can't.

**Commissioner Antonio Sablan:** You are asking us to do business on our land and you may not be able to pay us what is due.

**Mr. John Pearson:** That is the reason I am making payment every month, if you allow me to stay to June of next year.

**Commissioner Antonio Sablan:** Could you guarantee that you will pay us \$500 plus additional

**Mr. John Pearson:** Yes! If you don't see that .....

**Commissioner Antonio Sablan:** Can you pay us \$800 a month? It is only fair you owe us \$3,000.....

**Mr. John Pearson:** I can understand if you allow me to stay until June of next year I can pay \$500 plus \$300 that will be fine with me.

**Commissioner Antonio Sablan:** This is me okay.

**Mr. John Pearson:** Yes I understand

**Commissioner Louisa Wessling:** That would be ten months, he is asking up to June that would be eight months.

**Commissioner Antonio Sablan:** He can balloon payment in June.

**Chairman Anthony Ada:** The extra \$300 will take ten months will be covered in ten months. It still doesn't add up, you are saying that the market fluctuates you hope it is going to get better.....

**Commissioner Antonio Sablan:** Another point is he is personally going to be responsible if the corporation doesn't pay just to point that out.

**Chairman Anthony Ada:** Right now there is no demonstration of income and you should be personally responsible now otherwise we have to take it to small claims or something.

**Commissioner Ronald Eclavea:** It is risky. He is guaranteeing the \$500 per month it's the balance he is not sure of and if we commit to another six months that is putting us deeper into the hole committing to another six months we would be in the hole because you are not sure, you are guaranteeing the \$500 the balance he is not sure of.

**Mr. John Pearson:** I will meet \$500 every month if that is the spirit that you need.

**Commissioner Antonio Sablan:** So in June you will pay everything?

**Mr. John Pearson:** Yes, it doesn't have to go ten months period I will pay the \$500 months and additional \$300 the balance by June of next year.

**Commissioner Ronald Eclavea:** I am trying to prevent further debt.

**Mr. John Pearson:** That is why I will pay the \$800 a month.

**Commissioner Ronald Eclavea:** If we commit to six months are we tying our hands that might be a legal matter, of course we can evict you.

**Mr. John Pearson:** That's right, if I don't pay the \$800 every month I give up that area.

**Commissioner Ronald Eclavea:** Is there a difference between a month to month and six months that is my question.

**Chairman Anthony Ada:** Tomorrow is going to be December 1 you will be getting another invoice, are you going to pay \$500 tomorrow?

**Mr. John Pearson:** Yes.

**Commissioner Antonio Sablan:** Plus \$300?

**Mr. John Pearson:** No, I guess I have too.

**Commissioner Ronald Eclavea:** My question is the significance of a month to month as oppose to six months there is a cut of time and there is some protection unless it's the same thing.

**Commissioner Louisa Wessling:** I don't understand what you mean the difference between a month to month and six months.

**Commissioner Ronald Eclavea:** I am thinking if he falls behind we can stop.

**Commissioner Louisa Wessling:** On a month to month it requires the necessary notice to terminate whereas you enter into a fixed time you are obligated to that time. We have to be careful here and not sending this outstanding balance as possible future rent these are two

different things: in accounting any monies that come in they get applied to what is outstanding, first to charges, fees and then actual principal. I don't want us to get into a situation where an outstanding balance will have to be worked on, a payment does not constitute that the lease is current and not in default. I sympathize with Mr. Pearson I have a little bit of an understanding of your type of business and how the market fluctuates and what the world market will bare but we also have a responsibility as trustees of the land bank trust we have to come to the determination a guarantor steps in to guarantee payment for the corporation preferably someone not associated with the corporation, preferably someone not from the corporation because that would be a conflict of interest, and we could go on a month to month so if it starts to accumulate again we can move to termination and not allow it to grow bigger and bigger. I hope the business does better for you because we keep the property leased at the same time we need a guarantee that payment is going to be there or another chunk of money.

**Commissioner Antonio Sablan:** My understanding is he is going to pay \$800 a month if he doesn't pay he is in default and the contract will be exterminated but we could also say that he would guarantee or whatever is due to us from Tran Steel he would personally guarantee us as a person and not as a corporation.

**Commissioner Louisa Wessling:** I think that is very noble and I think that if we move in that direction he should provide some sort of financial statement showing the ability to offer that guarantee just like any landlord would ask to show proof of where the money is coming from.

**Commissioner Maria Cruz:** Typically in a lease agreement and when it is about to expire and you are behind you would be receiving a notice that we are not going to renew until you update your rent. We have an obligation as commissioners as Commissioner Louisa stated any payment would be applied to the arrears not the current rent.

**Commissioner Louisa Wessling:** In accounting that is how it is done. Mr. Pearson if you could give us something concrete for us to consider that will help us to help you but will also keep the integrity of what we are doing as well. We don't want to see any business fail we want to support it but in the meantime we have a responsibility that we have to put foremost as well so if there is something more we could act on I would surely welcome it and I am sure the rest of the board would appreciate it as well.

**Chairman Anthony Ada:** So far I noted down that you are six months behind on your contract we are very hard pressed to give you a renewal what's on the table here is notice of non-renewal. A personal guarantee with financial statement to show that you have the ability to pay and or an outside guarantor to cover you the past do.

**Commissioner Antonio Sablan:** Failure to pay would automatically terminate.

**Chairman Anthony Ada:** We are not at that point but basically we are trying to work out this contract but it still doesn't sound viable that it can be worked out.

**Commissioner Ronald Eclavea:** You mentioned \$800, month to month is it possible.

**Commissioner Maria Cruz:** Any amount will be applied to the arrears he is running out of time because his lease expires next month.

**Chairman Anthony Ada:** 30 days, the \$800 the additional \$300 will take it past June.

**Commissioner Antonio Sablan:** He would be paid up in June.

**Commissioner Ronald Eclavea:** I mean he is going to be caught up.

**Chairman Anthony Ada:** The \$800 a month is not going to be paid up by June.

**Commissioner Ronald Eclavea:** He is hoping the business is going to get to a certain point he is guaranteeing \$800 and he is hoping the business will get to the point where he can pay off in June he needs that leeway in time.

**Commissioner Antonio Sablan:** The \$3,000 he is spreading to June, what he is saying for example the \$1,500 balance by June he needs to come up with the \$500 plus the \$1,500 to zero it out.

**Chairman Anthony Ada:** And then what?

**Commissioner Antonio Sablan:** Then he will be caught up.

**Chairman Anthony Ada:** But he doesn't have anything in place he doesn't have Taiwan recycling buyer agreement; he doesn't have buyers for his equipment he has nothing coming in right now.

**Commissioner Antonio Sablan:** But he is personally guaranteeing.....

**Mr. John Pearson:** I did make a payment; I made a \$5,000 payment to take care of the amount that I owe.

**Chairman Anthony Ada:** May I ask where did that money come from?

**Mr. John Pearson:** Sell from the small stuff I have in the yard. I sold \$2,400 of scrap metal to Taiwan I made a \$2,500 payment in November I have the receipt for that and then again I have two containers sitting in the yard I am working on right now by end of December I should be able to pay \$1,000 or \$1,500 something like that.

**Commissioner Louisa Wessling:** Mr. Pearson how much time would you need to come up with a guarantor or something?

**Mr. John Pearson:** By December I should be able to pay \$1,000 or \$1,500 something like that

**Commissioner Louisa Wessling:** I understand that but how much time would you need to come up with a guarantor or something some kind of contract that has value and will give the board assurance so if we consider the extension payment will be guaranteed; how much time do you need to obtain those assurances?

**Mr. John Pearson:** By December 10 I will come up with some sort of document to show evidence of income source and guarantor somebody just in case I cannot make any payment.

**Vice Chair Ronald Laguana:** You constantly mention you have two containers in the yard just for clarification, are you saying you are filling them up?

**Mr. John Pearson:** Yes.

**Vice Chair Ronald Laguana:** Are they twenty foot containers?

**Mr. John Pearson:** Yes.

**Vice Chair Ronald Laguana:** Based on this last year how much is one container worth?

**Mr. John Pearson:** Around \$1,500 to \$1,200.

**Chairman Anthony Ada:** \$3,000 for the two containers that is still not enough.

**Commissioner Antonio Sablan:** The \$500 a month, what is the source of payment?

**Mr. John Pearson:** I have my own way, borrow, I have somebody to help me with that. The monthly is affordable I want to come up with a certain amount to pay off this amount \$3,000 if I can do it by December I will pay it but like I said last meeting I wasn't sure how I was going to pay but I was able to come up with \$2,500. I want to take care of this. I know that I have to survive I have to produce income for my family and I am doing it right now. I am trying to pay the amount that I owe I need time to sell my equipment I cannot give a concrete plan. You asked for a concrete plan last meeting and I believe until June next year is a plan.

**Chairman Anthony Ada:** What is working against you is there was another scrap metal operator down there and we are chasing him for thousands of dollars and we cannot find him that is not to say that is you.

**Mr. John Pearson:** I understand.

**Chairman Anthony Ada:** The scrap metal industry is very questionable.

**Mr. John Pearson:** I understand.

**Chairman Anthony Ada:** That is our experience.

**Mr. John Pearson:** That is the line of business I am in If I want to run off why would I do all this working to make payment which I made even though the market is down there is no movement of scrap metal material (inaudible) having the broker in between I went straight to the wholesaler .

**Chairman Anthony Ada:** Again back to the former operator not one but four came in and said I am going to help him they disappeared so we are a little smarter about this scrap metal business again we are talking about nothing solid to make income you are going to personally guarantee it but we need financial statement to show you can cover this or get another guarantor.

**Mr. John Pearson:** Guarantor meaning like a co-signer.

**Chairman Anthony Ada:** Yes. Somebody that can help .....

**Mr. John Pearson:** Let me ask you this then; are you willing to approve if I come up with a co-signer that will guarantee \$3,000 plus monthly lease amount are you willing to give me the license until June next year.

**Chairman Anthony Ada:** That's a question for the board.

**Commissioner Antonio Sablan:** The end or beginning of June? That will be seven months if we amortize for seven months that is roughly about 425.

**Chairman Anthony Ada:** His income flow is not steady.

**Commissioner Antonio Sablan:** But he is guaranteeing us we could amortize it to 950 a month. In my line of business you pay me what you owe me in the past but we could cut that and say you owe us that much every month you take away a certain amount from that \$3,000 you could amortize it until the end of June and in June everything is paid in full.

**Commissioner Orlino:** Him asking for an extension and with a guarantor that will be like a co-signer we could give him until June and he could pay everything once and for all because we have a co-signer we could go after the co-signer it becomes his responsibility in the event of default. So we could do a background check we could do anything with his co-signer and then we will be okay right.

**Commissioner Antonio Sablan:** Commissioner Wessling suggested that they both provide a financial statement.

**Commissioner Orlino:** He is willing to produce a guarantee from a co-signer I have been to the bank and remember that if you as the primary fail then they go after the co-signer.

**Commissioner Antonio Sablan:** We need to make sure the co-signer has the capability.....

**Commissioner Orlino:** We will have a chance to background check and make sure the co-signer has the capability before we sign paying up in the event he fails we are covered. Mr. Pearson we are trying to play it safe because \$48,000 is a lot of money from the previous I don't know how much more. To me I am willing to extend to June but he needs to bring.....

**Commissioner Antonio Sablan:** June 1<sup>st</sup> or June 30<sup>th</sup>.

**Commissioner Louisa Wessling:** I would make it June 1<sup>st</sup> and if the board was to move forward with this and I stress "were" because we are not committing to this, we still need substance to guarantee the monthly payments give us proof and you don't have to make payment until June 1<sup>st</sup> but everything will be paid in full and caught up by June 1<sup>st</sup>.

**Commissioner Orlino:** And did I hear that you could make \$800 payments?

**Mr. John Pearson:** I guarantee the \$500 I will try to keep up with the amount that I owe.

**Chairman Anthony Ada:** Mr. Pearson, you say you can come up with financial statement and personal guarantee to find another guarantor or co-signer.

**Mr. John Pearson:** The personal financial statement is not much too look at the only thing that I have is investment of equipment. I will look for the guarantor.

**Chairman Anthony Ada:** December 10 you say you can come up with these guarantee make monthly payments, add a little bit to it and by June 1 everything is paid off and you are up to date.

**Mr. John Pearson:** Yes.

**Chairman Anthony Ada:** If you satisfy that we will consider renewal of license. I have to find out if a six months license is even allowed.

**Deputy Director David Camacho:** Talking about renewal of license, June 20 2017 you cannot make him pay every month from now until after December because there is no license.

**Chairman Anthony Ada:** He wants an extension of the current license until June.

**Deputy Director David Camacho:** If you guys accept it.

**Chairman Anthony Ada:** So it doesn't make sense to extend his license to June he pays everything off and then we tell him get out.

**Commissioner Ronald Eclavea:** That makes sense.

**Vice Chair Ronald Laguana:** Like Commissioner Wessling says that is not going to cut it \$500 plus \$300.

**Chairman Anthony Ada:** Yes but Commissioner Sablan said he will make a balloon payment by June.

**Commissioner Antonio Sablan:** Everybody keeps saying \$300 extra a month is not going to cut it, If we make it \$425 extra a month by June it zeros out the arrears, would the \$425 extra plus the \$500 can you make that payment?

**Mr. John Pearson:** I don't want to say that I could, you have indicated that my income source is not really steady I can always borrow \$500 to cover me. I can fix the \$500 lease amount but not the balance due, I don't want to do that.

**Commissioner Louisa Wessling:** That is where a guarantor would come in.

**Chairman Anthony Ada:** If you borrow somebody to pay somebody you now have two people to pay back still doesn't sound good. December 10 is what you said you can come up with all these.....

**Mr. John Pearson:** I will come up with a guarantor.

**Chairman Anthony Ada:** A personal financial statement you said you cannot.

**Mr. John Pearson:** I can give you the job list.....

**Chairman Anthony Ada:** We don't want to sell your scrap metal for you.

**Mr. John Pearson:** If that's the case I am feeling grateful for me sitting here talking to you about what I owe I should have been kicked out a long time ago but you have allowed me to continue my business and I appreciate that very much. I wish I was in better condition and just pay it off.

**Chairman Anthony Ada:** If a regular landlord were to decide a landlord in an apartment or commercial building you are out.

**Mr. John Pearson:** I understand that.

**Chairman Anthony Ada:** So if we don't get a strong feeling to come up with this ability to pay

**Mr. John Pearson:** Could you consider that I was coming in the past months so I could fulfill what I am capable off the payment I submit is not enough to cover the whole amount but I did do my part to try and take care of it my attitude is to pay.

**Chairman Anthony Ada:** You made two payments, there are two columns one is a plus column the other is a minus column you made a partial payment but in the minus column you got plenty minuses.

**Mr. John Pearson:** I know the amount is little (inaudible).....

**Chairman Anthony Ada:** By December 10 you need to come up with something very solid plan to have everything caught up by June 1; everything is cancel and your license goes away, you need to give a personal guarantee or a guarantor to pay off the balance and we will shake your hands and we will tell you thank you for trying.

**Commissioner Antonio Sablan:** He still owes us \$3,000.

**Chairman Anthony Ada:** Yeah but he needs to come up with a personal guarantor.

**Commissioner Antonio Sablan:** I would like to make a motion.

**Commissioner Ronald Eclavea:** There is no motion needed

**Commissioner Antonio Sablan:** (inaudible).....in preparing a financial statement don't just tell us what is in the yard tell us if you're driving a Mercedes give us the details of your financial statement.

**\*Chairman Anthony Ada:** I will re-state it: By December 10 you need to come up with something very solid plan to meet his monthly obligation and add extra money \$300. By June 1<sup>st</sup> whatever is left a balloon payment; \$500 plus an additional \$1,000 or \$2,000 but you have to come to zero by June 1, 2017, if you bring a solid plan like that by December 10 we will have the financial people look at it and then we will consider the extension to June 2017 if not that is it, you just have to pay off the balance you will stop incurring a \$500 a month payment your license is cancelled clear it out but you still have to pay it off the balance.

**Deputy Director David Camacho:** The extension from January 1<sup>st</sup> to June he cannot pay without an extension (inaudible)

**Chairman Anthony Ada:** When it terminates it moves into a different condition it becomes a collection.

**Deputy Director David Camacho:** (Speaking to low inaudible)

**Chairman Anthony Ada:** But he has to come up with a solid plan to bring what he owes to current that plan will allow us the extension.

**Deputy Director David Camacho:** But what happens from January to June 1<sup>st</sup>?

**Chairman Anthony Ada:** If he doesn't come up with a solid plan by December 10 there is no .....

**Commissioner Maria Cruz:** Because we provide a 30 day notice if you don't provide the things we are asking by December 10 by December 31<sup>st</sup> you will need to vacate.

**Chairman Anthony Ada:** Motion?

**Commissioner Antonio Sablan:** That is my motion.

**Chairman Anthony Ada:** Are we clear on the motion?

**Commissioner Maria Cruz:** We are really trying to assist you but we have our obligations that we also have to comply with I hope that you will make the December deadline.

**Chairman Anthony Ada:** There is a motion on the table anybody second it?

**Commissioner Ronald Eclavea:** I second the motion.

**Chairman Anthony Ada:** All those in favor?

**All commissioners:** "aye"

**Chairman Anthony Ada:** That is seven ayes, motion passed. We are not having a meeting in December Mr. Pearson but we need that plan keep in contact with us so we can get the plan.

**Mr. John Pearson:** If I come up with \$3,000 by December everything will be okay right? I totally understand (inaudible) I am irritated because it could have been more flexible if you didn't have that experience.

**Chairman Anthony Ada:** Thank you Mr. Pearson. Attorney Finney did you want to bring something up before you forget.

**Attorney Kristan Finney:** I think there was a report from Attorney Highsmith the status of each case.

**Chairman Anthony Ada:** Okay thank you. Attorney Finney has another obligation.

## **V. OLD BUSINESS**

### **A. A-6, A-7 Easement**

**Chairman Anthony Ada:** Mr. Camacho passed out a resolution in reference to the right of way master plat for Radio Barrigada on the screen are the areas we are talking about

**Deputy Director David Camacho:** Mr. Chairman we have for question and answer Chief Planner, Marvin Aguilar, our Chief Cadastral surveyor, Paul Santos, and Jimmy Camacho.

**Mr. Paul Santos:** That is a depiction of the master plat right of way for that area in Radio Barrigada and as you know a lot of the lands are landlocked right now and as they are being returned what has happened in the past they were being returned without access to parcels in the back. With the direction of Deputy Director Camacho he has tasked us with assuring these lands are not further landlocked that plan addresses that concern. It is a dynamic plan meaning it is subject to change depending on the terrain, topography and the efficient usage of the land, it is not set in stone it is subject to changes that is what a master plan is, subject to changes as we go along. Hopefully we covered as much as we can; we can't guarantee that it is a work in progress. We take it to 99% level hopefully as we move along we address changes.

**Chairman Anthony Ada:** Solving the problems of the community.

**Mr. Paul Santos:** We are trying too I wouldn't say we are going to solve 100% but we are trying too.

**Mr. Marvin Aguilar:** I think what's important is adopting the concept of providing that basic infrastructure were created and developed in a time where roads were not necessarily a priority now as we come into this century we do have laws that requires development in these of properties (inaudible).

**Chairman Anthony Ada:** the reason why An Ancestral Lands resolution is needed because it involves some Ancestral Lands were identified. Any questions from the board?

**Mr. Paul Santos:** But it will also legitimize our concerns when these owners come in to parcel their land sometimes they can be onerous about it and say what gives you the right for you to require that we parcel and provide access. But with the blessing of Ancestral land we can go forth in a legal way as part of a master plan.

**Commissioner Maria Cruz:** Bull cart trails were worked into the master plan?

**Mr. Paul Santos:** As much as possible yes.

**Deputy Director David Camacho:** Jimmy can you explain the color codes?

**Mr. Jimmy Camacho:** The red is the proposed 40 feet rights of way, the green is documented access.

**Deputy Director David Camacho:** The red and green line is 40 feet; 20 feet on both sides not only on one side, this is based on the provision that landowners having to give up certain portion of their property so as not to landlocked properties in the back as Jimmy said the green line is recorded easement coming in from route 15 and the top one is coming from the former Kinney's café.

**Commissioner Maria Cruz:** Did you say 40 feet?

**Deputy Director David Camacho:** 40 feet; 20 feet on both sides.

**Commissioner Maria Cruz:** 20 feet, 20 feet.

**Commissioner Anita Orlino:** In the crown land?

**Deputy Director David Camacho:** In the crown land it is 40 feet, the green dot is the crown land property.

**Chairman Anthony Ada:** Is it because the adjacent landowner did not want to give up this property?

**Deputy Director David Camacho:** No, no, no next to it is crown land.

**Commissioner Maria Cruz:** We should tell the property owners and say Guam Ancestral Lands are giving up 40 feet so if they complain that they are giving 20 feet.....

**Deputy Director David Camacho:** on this master plan we are abiding by the law and we are basing ourselves on the masterplan.

**Commissioner Ronald Eclavea:** I have a question about the school there mostly likely that will change the easement will go around it.

**Deputy Director David Camacho:** The school is basing themselves on the master plan and it was included in the public law that was given to the charter school. The charter school based themselves on what created it.

**Commissioner Ronald Eclavea:** I can see that it is going through the two lots.

**Commissioner Anita Orlino:** They already paved the road in there huh?

**Commissioner Louisa Wessling:** Right now it just goes in a short way.

**Commissioner Anita Orlino:** But it's paved.

**Commissioner Louisa Wessling:** Not all the way to the school it's a short way.

**Deputy Director David Camacho:** The resolution you are looking at is subject to change based on Terrain and property itself.

**Commissioner Antonio Sablan:** I would like to clarify, under what authority are we doing this, is this a wish list for us, we are hopeful that everybody follows and agrees but we really don't have any authority to make it happen.

**Deputy Director David Camacho:** It is based on the public law that the cadastral surveyor mentioned then I mentioned about the deed.

**Commissioner Antonio Sablan:** If someone is subdividing you could force the easement into the property but if they are not partitioning their property we can't force them to do it.

**Mr. Marvin Aguilar:** To answer that the answer lies in the fact that this masterplan is dynamic, it can change, it is one of those challenges Ancestral Lands is going to be faced with although one property owner is ready to develop while the other is waiting for probate whatever the case may be.

**Commissioner Antonio Sablan:** So everyone could be waiting forever.

**Mr. Marvin Aguilar:** Again, the idea is adopting a resolution that reflects the law of the land.

**Commissioner Antonio Sablan:** I understand that but wouldn't it be more appropriate to go to the legislature and say adopt this into law.

**Deputy Director David Camacho:** This is going to the legislature.

**Commissioner Antonio Sablan:** Is it going to be adopted into law?

**Deputy Director David Camacho:** We are going to present this to the Chairman of land.

**Commissioner Antonio Sablan:** I am game for that.

**Deputy Director David Camacho:** I believe you are not in the oversight hearing but the people there acknowledge it and we are doing it.

**Commissioner Antonio Sablan:** I stand corrected I think the only way to do it is through the legislature.

**Vice Chair Ronald Laguana:** This is the way to move forward, congratulations guys.

**Deputy Director David Camacho:** So we are asking the boards consensus on this resolution any corrections we will do now, once we get a motion we will have the secretary and chairperson sign all the signatures that are needed.

**Chairman Anthony Ada:** What would the resolution number be?

**Deputy Director David Camacho:** I asked Karen to create a log book we are checking with previous Ancestral staff if we have a resolution binder.

**Commissioner Anita Orlino:** I know we had previous resolutions so I don't know.

**Deputy Director David Camacho:** We are going to create a 2017 binder.

**Chairman Anthony Ada:** *It will be 2017 dash 001 something like that. A motion to adopt this resolution is going to be 2017-001 referred to as the Tentative Masterplan Radio Barrigada, GALC Rights of Way Plat.*

**\*\*Commissioner Ronald Eclavea:** *I make the motion to approve Resolution 2017-001 referred to as the Tentative Masterplan Radio Barrigada, GALC Rights of Way Plat.*

**Vice Chair Ronald Laguana:** *I second the motion.*

**Chairman Anthony Ada:** *It has been seconded by Commissioner Laguana, all in favor say "aye".*

**All Commissioners:** *"Aye".*

**Chairman Anthony Ada:** *It is unanimous motion is passed.*

**Commissioner Maria Cruz:** *Because this is being recorded can you read out the resolution?*

**Chairman Anthony Ada:** *The resolution is going to be read by the secretary.*

**Commissioner Maria Cruz:**

*"WHEREAS, the Guam Ancestral Lands Commission (hereafter GALC) maintains the fundamental authority over returned lands from federal possession pursuant to the "Guam Excess Lands Act"; and*

*WHEREAS, The GALC, through support provided by the Department of Land Management, has identified road easements, bull-cart trails, and public access as to determine such access or easement locations in relation to the return subject lot that not is landlocked pursuant to Public Law 31-134; and*

*WHEREAS, the GALC desires to design a series of easements throughout lands as described in Public Law 31-134 whereby extending beyond such lands in anticipation of the return of other adjoining properties; and*

*WHEREAS, The GALC, desires to create an easement master plan for such areas for the purpose of complying with and adhering to the Subdivision Law of Guam as prescribed under Title 21 Guam Code Annotated, Chapter 62; and*

*WHEREAS, such master plan purposely indicates proposed dotted easement ways to convey flexibility and the opportunity to exact re-adjustments depending on the certain physical attributes and characteristics each parcel of land.*

*NOW THEREFORE BE IT RESOLVED, that the Guam Ancestral Land Commission adopts the Tentative Master Plan-Radio Barrigada GALC Rights-of-Way Plat and noted as "Exhibit A".*

*SO SAYETH THE GUAM ANCESTRAL LANDS COMMISSION AND ITS CHAIRMAN AND Secretary/Treasurer, November 30, 2016.*

**Chairman Anthony Ada:** *Thank you. Let us take a ten minute break.*

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**Chairman Anthony Ada:** *The meeting is called to order. There is a request to change the order of the agenda the MOU with GEDA we will put that in front of the Determination of Need and Mr. Mike Cruz will talk about it.*

(Mr. Ricardo Cruz steps up to speak on A-6, A-7 Easement-he is not on the agenda)

**Mr. Ricardo Cruz:** Congratulation Mr. Chair on your new responsibility and good afternoon to the rest of the Commissioners. I actually came here today with the June 22 minutes that was an intensive minutes about my issue area-7 lot 2449 and now I am appeased by the presentation on the easement issue. I have seen it documented and I have seen the Chair put his endorsement and the secretary put her endorsement the next step is moving forward to the legislature am I correct?

**Chairman Anthony Ada:** Yes.

**Mr. Ricardo Cruz:** Time itself I will be a little bit relaxed because the Deputy Director did do his homework but it did take him some time Deputy I appreciate your effort thank you very much and

**Mr. Ricardo Cruz:** I guess it is progress moving forward inasmuch as you were reluctant to commit yourself to Senator Ada at the legislative hearing I guess it proves you are doing your homework and I see it today. The time frame from now until the schedule date at the legislature which is determined by the legislature and not his committee. So I will relax and excuse myself but before I do I want to thank everyone of you especially the previous Chair for allowing me the time to speak and the Commissioners thank you for your patients I did appreciate your input and I will begin with the Deputy when should I commence my easement, my access by realizing I can't identify on my initial approach to my property again thank you all for your time and effort.

**Deputy Director David Camacho:** Mr. Cruz, just so you are aware your surveyor will be communicating with us about the mapping system, he has already been advised.

**Mr. Ricardo Cruz:** Yes but understand I can't get to my opening until they open it from the bottom again to reiterate the Deputy Director was attempting to communicate with NAVFAC on the last meeting I heard from him and I offered my assistance in providing a testimony in support of his effort to allow landowners access through the golf course area.

**Commissioner Antonio Sablan:** I have been a member of this board for not too long of a time and I would like to emphasize that there is not a meeting that I come too and he is always pushing this issue I would be remised not to applaud him too and his excellent work on it.

**Deputy Director David Camacho:** It is a needed thing and we did it and once and for all.

Everyone applauds.

**Deputy Director David Camacho:** Once everyone signs off on it we will record it.

**Commissioner Anita Orlino:** The landowners?

**Deputy Director David Camacho:** No, no, no.

**Commissioner Anita Orlino:** No?!

**Deputy Director David Camacho:** On this tentative plat the landowners doesn't have to sign.

**Commissioner Anita Orlino:** Oh!

**VI NEW BUSINESS (NOT IN ORDER OF AGENDA)**

**A. GEDA MOU**

**Chairman Anthony Ada:** Moving on to the GEDA MOU there are appointments that the gentlemen have to go to.

**Mr. Larry Toves:** Hafa adai I am Larry Toves from the real property division at GEDA I apologize I really have to leave I have an appointment at 4 o'clock but I have my co-workers here to answer any questions. I can answer any question regarding the MOU at this time.

**Chairman Anthony Ada:** This was also a part of the oversight hearing with Senator Tom Ada And we have been discussing the MOU due to its time coming up in July and we only meet once a month, twice a month if there is more that needs to be done but usually we meet once a month but we wanted to start the conversation. One of the things brought up by the Senator was the way we broke down the percentages. For historical purposes way back when we entered into an MOU, GEDA had the resources to put together contracts and they had a lawyer the board in the past never had any legal review and so back then it made sense.

We have 14.3% going through GDA here it says GEDCA same thing right. Senator Ada asked if it was in line with what was out there for property management. The answer is "no". That is why we are bringing up this MOU and what it entails.

**Vice Chair Ronald Laguana:** This is subject to correction because isn't GEDCA obsolete? It is called GEDA now.

**Chairman Anthony Ada:** It was Guam Economic Development and Commerce Authority.

**Mr. Larry Toves:** Correct me if I am wrong and I am sorry Attorney Finney is not here but because the MOU was entered under GEDCA we are still obligated even though we changed the name. I don't think there is an amendment required to change the MOU at this point because we are still party to this MOU but I can refer that to legal counsel if that is the request of the board.

**Mr. Mike Cruz:** I would agree with Larry, the change to GEDA was done by law we didn't just change our name it was done by law because it was done by law all agreements even lease agreements executed even though it says GEDCA would still be by GEDA, we are not changing lease agreements.

**Mr. Larry Toves:** The contract is still binding, the MOU is still binding, it may be misconstrued that the name change does not apply and the responsibility has a cloud over it. We still maintain that all the responsibilities that we held in the old name we are still responsible.

**Vice Chair Ronald Laguana:** My understanding if we were to review the MOU for specific purposes did it kick in for that 10 year.....

**Chairman Anthony Ada:** It expires this coming June that is why we are discussing it now.

**Commissioner Maria Cruz:** Do you feel there should be a correction in this current MOU that is going to expire June of next year because we now have a lot more experience and maybe we are a little unhappy about how payments are submitted once you receive it from the lessor.

**Mr. Larry Toves:** I can't speak for my Administrator or deputy Administrator or my board but I don't think there would be any opposition in negotiating any terms of the MOA, if it is the will of this commission to make changes to the MOA before we execute beyond this year.

**Commissioner Maria Cruz:** I am throwing things out while we are brain storming now these are little things that are serious matters that will be brought up.

**Deputy Director David Camacho:** The one thing we are looking at with the Director is the MOU: 1. The 14% service the other thing is the collection aspect on rental; the other thing we discussed is if we could do the collection part of the rental; the other is .....where is Joey? We have brought this up with our financial officer whether we could tackle the collection part of the rental.

**Mr. Joey Cruz:** We could handle that.

**Deputy Director David Camacho:** There are other things that we discussed with the Director and we need to look at it further. We discussed the termination of the MOU and we tackle the (inaudible).....the ongoing process of the Northern Market. If we decide to terminate what happens to Northern Market (inaudible-speaking very low).....those are the things being discussed.

**Chairman Anthony Ada:** Looking through the MOU, as far as the collection goes it is pretty clear it is 20 calendar days but many times it exceeds 20 days sometimes months go by, that reconciliation process going from the tenant to your office there are two units that has always been an issue has that been addressed already?

**Mr. Dong Choe:** I don't think it has been over twenty days to remit for a while now.

**Mr. Joey Cruz:** They are actually doing a better job the actual number of days I can't give you that but I can get that answer.

**Chairman Anthony Ada:** The other concern is the way you folks account for the money because of two different accounting methods between you and land management. Getting back to the MOU opening up the discussions the thing you agreed to do from "A" through "M", responsibilities of GEDCA or GEDA they are supposed to act as a property manager but what we have seen in the past year or more than a year nothing has been going on with management of the properties so it comes into question again that 14.3%which is well above the norm.

**Mr. Mike Cruz:** Mr. Chairman could you explain what you mean about what has been going on with the management of the property?

**Chairman Anthony Ada:** Prepare request for development proposals, evaluate proposals.

**Mr. Mike Cruz:** The commission has not allowed us yet to go out with new properties the last one being Northern Market. We presented a determination of need in the past and we were asked to hold off on that and there are other Spanish Crown properties that we haven't received yet. The properties that we have, have been leased out, I believe we have done that.

**Chairman Anthony Ada:** Our agreement is for you to determine those trust lands not developable and identify lands that should be transferred to the trust that's on your side.

**Mr. Mike Cruz:** And we have done that.

**Mr. Dong Choe:** The land bank inventory that you gave us plus all the resolutions that added the new land into it but then once again similar to Chamorro Land Trust, Ancestral Lands Commission hasn't told us what's available.

**Chairman Anthony Ada:** According to this you take the initiative to find out what's available in our agreement that is what you are supposed to do not us to identify the lands and tell you what it is, so there is a process there where you go and look at all those referred to as Crown Lands. I mean if I were you I would be asking which ones are Crown Lands, which ones can be transferred to the land bank and make that move and say hey there is a piece of property here that can be put into the land bank. It is one of those things do we wait for someone to come through the door or do we look at the land and what it's potential is and find potential prospects we need to let them know we have land if anybody is interested that is what I am reading here in these agreements; the other part, number 5 of the agreement the reimbursement of payments the 14.3% might not have been considered excessive except for this, it says here "GEDCA may return such amounts where the payments are excessive" that's an option so let us say this month nothing happens and on your side you did not incur cost relative to Ancestral Lands, do you guys sit down and say hey! This month we only spent a \$1,000 dollars for Ancestral Lands property and we got \$3,000 let us take our cost and return the amount.

**Mr. Dong Choe:** That is in the contract and that is in the realm of possibilities but we also incur legal cost like when we submit packages like the determination of need, when we have legal reviews, correspondence between your tenants and ourselves, do we start doing those separately, how do you propose we do it with items such as that?

**Chairman Anthony Ada:** When you say tenant are you talking about those that are leasing Ancestral Lands properties?

**Mr. Dong Choe:** Yes.

**Chairman Anthony Ada:** It says here in excess of your cost. If you did have to ask a lawyer about something or you did have to drive to take pictures you log that down, I mean it could happen vice versa collecting \$3,500 and you incurred \$5,000.

**Mr. Dong Choe:** I did look into the average cost of property management it is around 10% but property management for individual units not large commercial spaces the property manager, the broker, they have a set of responsibilities and anything beyond this is still within the realm of property owners.

**Chairman Anthony Ada:** So if I were to hire a property manager they would say 14.3% is a good price?

**Mr. Dong Choe:** That percentage came before I was here.

**Chairman Anthony Ada:** The question right now is if I were to hire a property manager and I told him we were paying 14.3% what would he say to me? They would say it was too high.

**Mr. Mike Cruz:** Mr. Chairman you were here at the time the MOU was executed between GEDA and Ancestral Lands Commission. There was an element of risk that we were taking at GEDA

there was no guarantee that any of the leases or proposals we put together would be paid for because the decision as to who leases the property is not ours. So we bare the cost of soliciting tenants, legal fees with regard to reviewing all the documents making sure everything is in order when we present it to you everything is done but there is no guarantee we would get any money.

**Chairman Anthony Ada:** But you do write down your cost that you did all this that you took this many man hours and this much in supply.

**Mr. Dong Choe:** For man hours yes we do. If we look at all the billing statements from the attorneys .....I don't have a word pad for GEDA or a notepad for Ancestral I have one notepad which are old zerox paper that I cut up.

**Chairman Anthony Ada:** When they first passed the MOU I guess it was in there because GEDCA wanted to get 1% of the ground rent and a half percent of participation rent then the amendment came in and changed it to 14.3 and twenty and like you mentioned at that time the board needed strong expertise I believe there were a couple of cases where they were needed.

**Mr. Mike Cruz:** Actually Mr. Chairman the 1% and the half percent were errors in our calculation at the time and when we presented the amendment before the Commission it was pointed out it was a mathematical error that came out with the one and half percent we weren't changing any of the responsibilities on the MOU it was just correcting a mathematical error that resulted in the one percent and half percent.

**Chairman Anthony Ada:** And we agreed to that because we knew that we needed the expertise of GEDA to move along.

**Mr. Mike Cruz:** The Commission approved the MOU at 1% and the half percent because as you said the Commission needed that assistance from GEDA. In the process of carrying out the MOU it was noted that there was a mathematical error in that calculation and so when we presented it to the Commission to clarify that they accepted the fact that it was an error and agreed to the 14.3% and the 20% again it was not an error because you needed our assistance at that time at the time the original MOU was approved yes you needed our assistance and going forward you needed our assistance. Again the change from 1% to 14% was a mathematical error the 1% was an error and that was presented to the Commission at the time the amendment was .....

**Chairman Anthony Ada:** Right, right, right. You could easily say you signed an agreement - your stuck! But when we discussed it that's when it came up, okay you got lawyers, you got people to write it up and all those things you mentioned and us as a board that meets maybe once a month, we have other responsibilities we looked at what GEDA offered to do because we are not full time going out there looking for prospective tenants, it made sense. I mean in the beginning it was rolling we got Matson, Kwik Space and then to re-phrase "what have we done in the last year, two years with new tenants?" So anyways just a heads up we are looking at the MOU the percentage is a large question, one of the biggest questions here. The part I like is the part in returning any excess cost that is not going to be good for us it's like coming with basic management skill and out of pocket expenses were incurred as oppose to a flat percentage coming in month after month.

**Mr. Dong Choe:** I am just going to go back to the tenants we have gotten: back in January Knik company finished their lease for the property in Polaris Point. In February we submitted the

Determination of Need for review to the Commission and every month report I have that in my report and we are waiting for the Commissions review and it's something I read out every month that I am here. So we have been trying to get new tenants for the F14 property at Polaris Point. The MOU's between Government of Guam and Ancestral increased GEPA's rent although they might not be paying in the interest of the Commission we increased their rent from \$8,000 to \$8,400, we still have not received that MOU it has been done since March. It's here, this award approved the MOU and it's still within, I mean it's something I report out every month.

**Chairman Anthony Ada:** That's why I asked for it to be on the agenda so we are going to get back to those items.

**Mr. Dong Choe:** Yes. So from GEDA's standpoint I mean if you want to look at other properties we are supposed to be managing WESTCO but we know it's locked up in the legal system, we have these properties but it is locked up in the legal system literally for us to move forward with these properties. Thank you Mr. Chair, I will ask for the list of Crown Lands that can be put into the land bank that can be leased out. We also want to look at why we were making this much last year and it went down because we lost a tenant it affects us operationally our bosses remind us "you guys have to collect" that is why we are hard on our tenant over here and we are harping on GEPA and WIC to pay the actions between two government agencies is so beyond my pay grade for me to move that mountain but we need.....we are collecting. Matson was almost late we sent them notice for the November payment, we have four paying tenants by January we will have five two are government three are private.

**Chairman Anthony Ada:** It is not on the agenda but I also asked for the court cases even that we have questions for our lawyers. The main thing is we have properties that need to be developed into the highest and best use even if we had to go to a realtor and ask them to list this property just to let people know there is something out there, even me I didn't know there was property in Barrigada but now that we know we want to announce there is property there, that is the kind of thing I would like to see happen. This agreement I like it but there are somethings we need to discuss here, the percentages and the options.

**Commissioner Louisa Wessling:** Letter "m" where it says "in connection with the services you provide GEDA may obtain expert advice, consults like legal advice, consults as necessary". Under the property management fee schedule is GEDA paying out of their own pocket for these expert services and not getting reimbursed that it is just getting covered by the management fee that we pay?

**Mr. Dong Choe:** Yes.

**Commissioner Louisa Wessling:** Okay.

**Mr. Dong Choe:** Similar to one, like the court cases I think on that side is Attorney Randy Cunliff sent us a check, the AG's office said return the check, our Attorney .....so refer to our legal counsel he does his review and then he charges us this happened four months ago these are for these cases but we have never asked for any reimbursement beyond the 14.3.

**Commissioner Louisa Wessling:** You guys have been absorbing those kinds of cost?

**Mr. Dong Choe:** Yeah. You can imagine the beginning of all of these and the beginning of Polaris and the issue that we run into.

**Chairman Anthony Ada:** So that 14.3 you guys can break it down as to how you applied it?

**Mr. Mike Cruz:** No, no, not in a month.

**Commissioner Louisa Wessling:** It's not done that way.

**Mr. Mike Cruz:** As an example Mr. Chair, in negotiating a lease with all legal reviews and everything with FAA, on FAA property, nothing happened because it went to court, and so all the legal fees and all the expenses that we had hopefully the 14.3 covered it all but, like Dong said, we are not billing the Commission anything above that. It is clear that the Commission wants to take a look at the 14.3 and we heard it as well at the legislature. Like Larry said we have our own Administrator and board if these concerns were provided to GEDA we would take a look at it whatever you say here we relay to our bosses.

**Chairman Anthony Ada:** Even before the oversight we had brought this up that we need to have this discussion, I also notice that there is a 90 day prior notice so basically we need to have a discussion but I am looking at this.....

**Mr. Mike Cruz:** You would notify us by April 17, 2017 is the 90 day advance notice period the MOU would expire July 11, 2017.

**Chairman Anthony Ada:** This is opening this discussion on this agreement we are not going to wait to bring up any questions.

**Vice Chair Ronald Laguana:** A possible work session to work this out.

**Mr. Mike Cruz:** I am sorry I have not been attending recent meetings but in previous meetings we always heard the Commission thanking GEDA for its assistance and all this stuff and recently its concerns about the agreement and payments, I agree with that we have been remiss of that but at the same time but like Commissioner Ron was saying we work this out amicably. It shows that we need to improve our services but it's not .....we have our real property guys and our own accounting division and when we express our MOU is as a whole and not with our division they were able to finally come around and recognize this as an agency problem that needed to be dealt with and I think improvements have been made.

**Chairman Anthony Ada:** Like I mentioned earlier there are many more things GEDA has to offer, the collection part Joey said he can handle it. Here is my question, you do that agreement you maintain the property but you tell the tenant to send the payments straight to Ancestral Lands you don't have to worry about the accounting we take care of that, the percentage how much of the receiving that thing, holding it, and making it stand still for a while before sending it down how much of the 14% is that activity? In regular leases you tell the property manager send the money to this account at the bank don't give it to me as a property manager I will go and take care of it.

**Mr. Dong Choe:** The issue with that is.....that would be great it would help me out a lot but the issue with that is what I said about Matson is I won't know that they didn't pay.

**Chairman Anthony Ada:** As a property manager?

**Mr. Dong Choe:** Yes. We invoice them and we report to the Commission as a property manager I need to notify the tenant if they are delinquent on payment and if I don't receive the payment and this is what Tony does every single morning, he takes all of our cash logs, writes everything down, sends it to our entire team and our accountant and we know what money came in the day before this is what we have established and it is hard to track our delinquencies without it.

**Chairman Anthony Ada:** What if we gave the bank account to the tenant and you get the statement that is your notice if you got paid or not.

**Mr. Joey Cruz:** we submit invoices 5 to 10 days prior we send it a long with statements if they have arrears we send a statement, if the Commission decides that Department of Land Management will take over the receiving of revenue then we can provide GEDA with a report.

**Chairman Anthony Ada:** How are you with man power if we were to do that?

**Mr. Joey Cruz:** I am one but I am bearing the work of three.

**Chairman Anthony Ada:** So right now it is out of the question. Those are the things surfacing and to look at.

**Commissioner Ronald Eclavea:** Just to hone in on that 14.3%, there are variables that you take into account like the FAA property are those things you can't really account for? You said the average property management fee was 10% is that private? Is that an overall thing? Is that a government thing? An analogy is FAA that lasted almost three years I am thinking you guys took that into account in that 14.3%, those types of things or no? were they factored in or is that a loss? I am not trying to help you justify the 14.3% I am just saying that when you factor those things.

**Mr. Mike Cruz:** The 14.3% was determined before the leases the 14.3% was when we executed the MOU.

**Commissioner Ronald Eclavea:** He is asking how it would affect the 14.3% if they took out the collection.

**Chairman Anthony Ada:** A fee schedule what you are going to do, how much you are going to charge.

**Mr. Dong Choe:** In certain weeks I am doing nothing but Ancestral whether I am writing or doing research for the Commission I am doing nothing but Ancestral work and its reflected on my time sheet and on another week I will spend two hours on Ancestral but most of my working hours I spend on the report getting in contact with Matson about their progress in environmental cleanup; tracking down Carlos Camacho so I can figure out where they are at in their progress so I can get a report for that which my assistant manager was able to do. So certain weeks we work a lot in Ancestral and certain weeks not so much, I can't give you a quantify number.

**Commissioner Ronald Eclavea:** That is what I am saying, back to the FAA thing, you are hoping the 14.3% covered it.

**Mr. Dong Choe:** It's like Mr. Mike said, he said it best, it is a risk that we take, even with this determination of need.

**Commissioner Ronald Eclavea:** That is what I am saying it was factored in somewhat 10% is the average.

**Commissioner Louisa Wessling:** Property management is something you don't want to get involved in for the most part. It is not something that can be itemized, broken down into separate fees and it is a negotiated rate, there are industry standards but they are negotiated based on the responsibility property manager is going to be. 10% is an industry standard it could be less or more depending on what roles and responsibility each party is going to assume. I think it is a good thing this board is going to review this MOU I am still learning it has been six years according to the records here but I think that we are looking at an MOU that benefits both parties. It is something that needs to be re-evaluated like whether taking collection of rent is really going to benefit everyone in the end I can't say at this point.

**Chairman Anthony Ada:** Okay that opens the discussion we are not going to solve it today.

**Vice Chair Ronald Laguana:** I noticed that in the past you would provide us with a report on each of the properties and also indicate the amount of monies that you received you don't have that on here.

**Mr. Dong Choe:** What happen here is we provide a ledger for the monies collected for the fiscal year.....

**Vice Chair Ronald Laguana:** Yes, what about the total.

**Mr. Dong Choe:** We can provide the total amount but this is just for us to be able to work closer together because we close out accounts and FY's.

**Vice Chair Ronald Laguana:** like I said in the past reviews it would say Ancestral Lands received this amount and GEDA would receive that amount.

**Chairman Anthony Ada:** Just a moment, we are done with the MOU for today it would be better if we sent a memo or a short letter of what we talked about I am pretty sure we will put in on the agenda from now until February and hopefully it flow easily but those are things on my mind.

**Mr. Dong Choe:** Just to address the Commissioners question, with the report on properties they are still the same we report out on every single property and it's broken down even further if the property is a large property being leased out by different tenants, we report out on GEPA, Northern Market, WESTCO, Brand Inc., Balli Steel, and then Apra Harbor outside of that we have Matson and then we have the property as a whole because it is not leased out the Polaris site which is I mean Apra Harbor which is Kwik Space so in Kwik Space, Commissary Junction there is no change to their leases, there are no issues.

**Mr. Mike Cruz:** Mr. Chairman, just to clarify, you said you would be sending us a memo?

**Chairman Anthony Ada:** I want to finalize what we talked about here so I could probably send an email saying these are the things in regards to the MOU.

**Commissioner Antonio Sablan:** We should discuss this over a working session.

**Chairman Anthony Ada:** Keep looking at the MOU so when you come to the working sessions bring your questions.

**Vice Chair Ronald Laguana:** But you still didn't answer my question.

**Mr. Dong Choe:** What is that?

**Vice Chair Ronald Laguana:** You use to put in these numbers (inaudible).....that is all I am asking.

**Mr. Mike Cruz:** It was creating some problem on the accounting side we could include that again.

**Commissioner Louisa Wessling:** Is there any reason why Guam EPA hasn't paid \$200,000 dollar's worth of rent?

**Mr. Dong Choe:** The Commission know this early on this year in regards to GEPA, they lost their federal grant, I spoke about this and you might not have been here Commissioner, GEPA lost their federal grant they solely minus the fines and fees they collect solely run off federal monies. So prior to last year or the year before they were able to pay off this with the grant money but this year they lost that ability. GEPA historically and this is also with WIC they have been bad paying their rent, that is why if you look at FY '14, '15, '16 they did not pay and suddenly they pay \$60,000 at one shot. It is when the grant money comes in when it's going to be released.

**Mr. Mike Cruz:** Just one additional thing and this was presented at the previous board meetings, they process all the paper work to make payment the problem is with General fund. If there is not enough cash in the general fund department of administration will determine the cash that they have which is priority it comes down to salaries for gov/guam employees versus paying rent to the Ancestral Lands Commission you know they are going to pay the salaries. The agencies themselves have been doing their job it is beyond their control and this is the reason why the commission doesn't receive payment on time it is because of DOA and the cash situation on the general fund.

**Deputy Director David Camacho:** I attest to that, way back, Public Health – WIC program, they owed money they went through the process and they had funds they directed DOA to pay. We already had an agreement with them (inaudible).....we were lucky with that DOA released the funds they almost gave us the arrears but they had to use their funding for other (inaudible).....

**Commissioner Ronald Eclavea:** That answers the discrepancy why you guys were holding off, it just came in one lump sum.

**Mr. Dong Choe:** When you guys received a large lump sum it looked like we were holding of at certain times these agencies would make these large lump sum payments.

**Chairman Anthony Ada:** Do you remember you would give us a copy of the check stub it showed what month was due that they were delayed and did hold the money. So, MOU for GEDA and since we moved into this status report this was the audit and this is what I am going to ask of GEDA due from "Guam Economic Development Authority is \$149,410" those were security deposits, where are you holding this money?

**Mr. Mike Cruz:** It would be held in GEDA accounts.

**Mr. Dong Choe:** It is held in GEDA accounts. It is like with KWIK Space we would hold of on final payments until they finish the environmental phase two study.

**Chairman Anthony Ada:** Where I am coming from is Ancestral Lands can put this money in a TCD and roll it over until its time to return it, it hasn't been doing that. Matson was asking to return the security deposit.

**Mr. Dong Choe:** That was something completely different that was a bond of good faith they put in another \$50,000.

**Chairman Anthony Ada:** I stand corrected. This is a question here, can this money be given to Ancestral Lands for us to place in our interest bearing account, a TCD, until it is time to pay it out.

**Mr. Dong Choe:** I can't say yes or no to that, it is something my bosses are going to have to decide on.

**Chairman Anthony Ada:** Is that part of the MOU that you guys keep the security deposit? I don't read it in here.

**Mr. Mike Cruz:** It doesn't say we keep it doesn't say we remit it to you.

**Vice Chair Ronald Laguana:** We will include that.

**Chairman Anthony Ada:** What does this \$149,410 comprised of?

**Mr. Joey Cruz:** Probably Kwik Space, Matson.....

**Mr. Dong Choe:** Northern Market.

**Mr. Joey Cruz:** And Northern Market.

**Deputy Director David Camacho:** That's on the lease agreement.

**Chairman Anthony Ada:** I want to know who these people are and then.....

**Mr. Dong Choe:** I just need a copy of the audit.

**Deputy Director David Camacho:** I know the Northern Market deposit is still with you guys right?

**Mr. Dong Choe:** Yes.

**Deputy Director David Camacho:** I know there is about \$30,000

**Mr. Dong Choe:** It is the same thing as Matson.

**Commissioner Antonio Sablan:** What is the building structure condition and the marketability of the GEPA and WIC buildings? They are so behind what is the marketability of the open market can we lease these out and say good bye to GEPA and WIC?

**Mr. Dong Choe:** Do you want to be the person that kicks out mothers, infants care?

**Commissioner Antonio Sablan:** My responsibility is not to the mothers.....

**Mr. Mike Cruz:** Yes, Mr. Commissioner Sablan, we raised that with the commission and we were advised to keep them.

**Mr. Dong Choe:** We have record of that.....

**Commissioner Antonio Sablan:** Don't try and put the monkey on my back. If they owe us so much money and the general fund is doing it, send them a good bye letter I am sure they will go jumping to the governor to get the general fund to pay up otherwise they will be buildingless.

**Mr. Mike Cruz:** Your intent is to force them to pay up or is the commission willing to evict them if they don't pay?

**Commissioner Antonio Sablan:** My question is what is the marketability of these buildings?

**Mr. Mike Cruz:** It is pretty good.

**Commissioner Antonio Sablan:** So should we continue to host somebody who owes us over \$200,000 or it is time to move on?

**Chairman Anthony Ada:** I believe the question here is, and we are moving into the MOU between WIC and GEPA, there was a question if they had the correct operating instrument to pay us you say we can pay but we don't have that agreement so that is why we placed that on the agenda also. Who is holding the ball on this us or you guys?

**Mr. Dong Choe:** When the commission approved it, the Director revised the MOU that GEDA originally drafted it up, it is kind of process because he represents the commission then we worked together on the maps he provided me with two maps and then he provided me with the new draft it's between the commission and the agency it is out of our hands because we gave it over to the commission no it's inter-agency, it was with land management last time I checked

**Chairman Anthony Ada:** When the Director of land management made changes did you guys look at it and agree to the revisions?

**Mr. Dong Choe:** The revisions were made and the commission voted on the new draft in March.

**Chairman Anthony Ada:** So why hasn't it been signed?

**Mr. Dong Choe:** The last time we checked it was with the Department of land management Director which was last month. I have WIC emailing me every week because they need this.

**Chairman Anthony Ada:** The ball is on our court?

**Mr. Dong Choe:** Yes.

**Chairman Anthony Ada:** Okay. Who do we check with for this?

**Deputy Director David Camacho:** I will check, I think it is with the Attorney General's office.

**Chairman Anthony Ada:** Them also?

**Deputy Director David Camacho:** We will follow up the status of the MOU.

**Chairman Anthony Ada:** Part or both are saying this is a key instrument in getting payment?

**Mr. Dong Choe:** They have to reflect something as to why they are making this payment outside of our invoice it is their vehicle.

**Deputy Director David Camacho:** Public Health-WIC mention they require this working document. Remember we did the lease agreement and AG office said it is from government to government we don't need a lease agreement but an MOU so we had to start the process again.

**Mr. Dong Choe:** Even if MOU's are executed, Mike was correcting me on this, agencies such as GEPA do not have the ability to pay it, correct me if I am wrong. They might not be able to pay but currently there is nothing that binds you guys to each other.

**Chairman Anthony Ada:** We need to flush it out, the balls in our court we will find out where in the pipeline it is put it in your calendar to find out where the MOU is at. There is something that needs to be looked into but the signatures need to be made we need to make sure this document is all signed and ready to go, stamped received and certified and then this will not be a part of the problem this is being looked at right now so don't worry about that part.

**Mr. Dong Choe:** As property managers the WIC one is important but the GEPA one is more important because they are eventually going to pay and GEPA's rate went up \$400 dollars we want to start invoicing them the additional \$400 dollars but without the MOU we can't do that.

**Chairman Anthony Ada:** The MOU provides for the rent to be increased?

**Mr. Dong Choe:** It was put into the MOU, the commission agreed on it and voted on the MOU's.

**Chairman Anthony Ada:** We are looking at the same thing? Get a copy of this.

### ***Old Business***

#### ***C. Determination of Need***

**Chairman Anthony Ada:** We are going back to old business, determination of need. Just to refresh our memories Dong gave it to us since February, we thought he gave it in May but when we looked into it he gave it in February he was waiting on us again. That is another thing send us a message for the stuff that we owe you.

**Mr. Dong Choe:** Like I said I always have it in our reports and I read them out loud but there was a lot of things going on especially on the accounting side.

**Mr. Mike Cruz:** Part of the delay of the determination of need is an opinion from the Attorney General's Office whether commission properties are subject to the five year law and it was our understanding that a memo was sent from Department of Land Management. The determination of need in front of you was provided based on the assumption that the five year law applies to commission properties if the Attorney General determine that the five year law does not apply then we can go out with an RFP.

**Chairman Anthony Ada:** At the oversight hearing Senator Tom Ada said this was not to hinder these long term leases .....Commissioner Eclavea you asked that question can you answer that .....

**Commissioner Ronald Eclavea:** he wasn't sure if it applied and to check with the AG. We discussed this year ago and we were dumbfounded by this determination of need we determined that it was just politicized we just need to wait for the AG's opinion.

**Mr. Mike Cruz:** In a previous meeting Commissioner Sablan suggested we move forward with the determination of need and we would have no problem going to the legislature to get them to approve a lease agreement.

**Chairman Anthony Ada:** We should move forward whether a determination of need applies or does not apply again let this not be a reason why we don't move on things. Did everyone get a chance to look at this determination of need document? What do you need us to do?

**Mr. Dong Choe:** Any edits? Any changes you would like to make I gave the Commission electronic copies, make changes, submit to us we will finalize it and send it for legal review and once I receive it I will be under the assumption that it is ready to go.

**Commissioner Maria Cruz:** That's good that you proceed it doesn't impede in the RFP.

**Commissioner Ronald Eclavea:** One more thing he said we didn't need to bring it back to him, that kinda threw it off again.

(inaudible too many speaking)

**Chairman Anthony Ada:** Is everybody good to go with it or do you need more time.

**Deputy Director David Camacho:** (inaudible) have a meeting with (inaudible) and get the do's and don't's because I heard that too.....

**Chairman Anthony Ada:** I will do that. This is only for that three parcels in Polaris.

**Mr. Dong Choe:** We did it as one parcel as oppose to three different DON.

**Chairman Anthony Ada:** Is that because everything else is okay?

(inaudible)

**Chairman Anthony Ada:** Is there more down there that needs to be included?

**Mr. Dong Choe:** No. It just so we don't have to do everything else three times.

**Chairman Anthony Ada:** Everything else is Matson?

**Mr. Mike Cruz:** Matson and Tran Steel.

**Chairman Anthony Ada:** Okay.

**Mr. Mike Cruz:** The process is once you approve the determination of need we will advertise that determination of need in the paper it and solicit public input, it is telling them exactly what the RFP is going to say, so we put it in the newspaper, we get comments and we give you those comments for review, after you approve and I am not sure the Commission is autonomous or not but if you are not then the law says you submit to the governor and then the governor will notify the speaker, the day after the notification we can publicize the request for proposals and get prospective offers. And the process, am sure you are aware of Mr. Chair, once we get the proposals we will get the Commission's assistance in evaluating the proposals, negotiate the lease terms, the same stuff that we have been doing. The five year law says that once we approve the lease it has to go to the legislature. The legislature has sixty days to approve.

**Chairman Anthony Ada:** Board, do you need more time?

**Commissioner Ronald Eclavea:** No let's do it, its approved

**Chairman Anthony Ada:** The cover letter?

**Mr. Dong Choe:** The cover letter is from me to the advertisement it is a 4 by 2 ad.

**Chairman Anthony Ada:** I just wanted to tell you there is a small typo here GALC not GLAC.

**Mr. Dong Choe:** Did you still want to discuss Northern Market?

**Chairman Anthony Ada:** The Planners gathered at Pacific Star and I met Mr. Carlos, he told me about his conversation with Mike. Did you say you were trying to get a hold of him?

**Mr. Dong Choe:** We did get in contact with him.

**Chairman Anthony Ada:** He gave me his phone number.

**Mr. Dong Choe:** It's in the report it's under the Wettengel Junction area, "Northern Market has informed us that SHIPO the Department of Parks and Recs has cleared their project and they will be getting their permit to move forward, Northern Market is committed to end the lease rental stay and they will start paying the Commission in January 2017." A letter has been delivered to the Director of Land Management regarding this.

**Deputy Director David Camacho:** Dong, Get a hold of Carlos because there is one set back on this, there is a request from the federal counter part, since the money is coming from the federal, for questions to be answered, the request has already been sent to the Attorney General I believe he mentioned it to Diego already.

**Mr. Dong Choe:** Mr. Diego's conversation with Carlos Camacho it wasn't in the notes  
.....

**Deputy Director David Camacho:** This came in after the letter was sent.

**Mr. Dong Choe:** After?! Okay.

**Deputy Director David Camacho:** (inaudible) the payment will start in January, they will deposit \$50,000. Get with him.

**Mr. Dong Choe:** Yes sir.

**Chairman Anthony Ada:** He says one of the requirements is for him to produce a plaque that says Camp Edusa some kind of monument. Do you know what Edusa means? I think it is a military acronym.

**Mr. Dong Choe:** It is one of the Filipino military instillation.

**Chairman Anthony Ada:** I would be interested in what those letter mean. Where are we at? The determination of need – go.

**Mr. Dong Choe:** Yes sir.

***\*Commissioner Antonio Sablan: I move that we accept the determination of need and pass it on to GEDA to work on it and move forward.***

***Commissioner Ronald Eclavea: I second it.***

***Chairman Anthony Ada: All those in favor?***

***All Commissioners: "Aye".***

**Chairman Anthony Ada:** Let us know if the ball doesn't bounce back to you.

**Mr. Dong Choe:** Okay.

**Chairman Anthony Ada:** This worksheet looks good but the last worksheet don't build up to the summary page. Does this connect to the summary page?

**Mr. Dong Choe:** Our accountant just gave it to me this morning so I am hoping it's correct.

**Chairman Anthony Ada:** Because it is in the same workbook. If you make a change here we don't have to worry about it this becomes a solid document that may not require you to be here if the two come together but if it is not a big problem we would like to see you here.

**Mr. Dong Choe:** So we will start from 2006 the lease program we can move forward from there

**Commissioner Maria Cruz:** On that follow up, when you submit something to the Commission or the Director, if they respond to you in the necessary time frame can you just do a courtesy follow up.

**Mr. Dong Choe:** I follow up a lot.

**Commissioner Maria Cruz:** Because look at this it has been awhile.

**Mr. Dong Choe:** Like I said even the determination of need and MOU I always put it in a monthly report when I report out to you guys every month.

**Commissioner Maria Cruz:** Don't wait for a month.

**Mr. Dong Choe:** In between I am following up in the agency like the MOU's but the determination of need it's a new document.

**Chairman Anthony Ada:** We are not a part of the problem with that one. I know we should put everything together with you guys there but we solved it. The report for GEDA we did that already, the MOU's and the determination of need that's everything anything else we need from GEDA? Thank you.

#### **IV. Public Comment**

**Chairman Anthony Ada:** Any public Comment? One public comment was made earlier on A-6, A-7 by Ricardo Cruz.

#### **VI. New Business** **C. Public Hearing**

**Chairman Anthony Ada:** I asked for public hearing to put in there because we had two public hearings I just wanted to bring it up amongst us, everybody was okay with it?

**Vice Chair Ronald Laguana:** That was good.

**Chairman Anthony Ada:** Any questions?

#### **D. Deloitte and Touche Audit Report**

**Chairman Anthony Ada:** The Deloitte and Touche Audit Report I just wanted to find out this 149,410 and got that, are there any other questions on the audit report?

#### **E. Outstanding Letters Of Request-Pacific Unlimited, Bryan Ha**

**Commissioner Ronald Eclavea:** We are going to RFP that out?

**Deputy Director David Camacho:** We need to get the determination of need approved and that area is going to be in the RFP side.

**Chairman Anthony Ada:** I just wanted to summarize each request: from what I recall Pacific Unlimited wants a location to bring a green waste there and turn into a composting recycling operation the other one is Mr. Bryan Ha accompanied with Mr. David Duenas leasing where Balli Steel was for a .....

**Vice Chair Ronald Laguana:** With regard to composting we need to bring in agriculture, customs and those regulating that because compost cannot remain it has to be processed immediately

because of the rhino beetle. That needs to go through clearances I am just mentioning now because that is a very critical matter.

**Chairman Anthony Ada:** There was another conference I attended at the Pacific Star I ran into John Limtiaco and he said his brother Mike was running that, he has been in consultation with Department of Agriculture and the University and as soon as we get the determination of need we will discuss if this is going to be a license or a lease. He said that with the technology that they have they are constantly flipping that compost and it maintains a temperature of 180 degrees. Once we give them the land they will get the permit if they don't get the permit then they can't do it.

**Commissioner Ron Eclavea:** That is incumbent on them to get the permit and license. If they don't get the permit they can't do it. That is up to the government agency.

**Vice Chair Ronald Laguana:**  
And the monitoring also

**Chairman Anthony Ada:** Okay the determination of need is done, Mr. Bryan Ha he knows what they want to do right? Do we need to bring him and Pacific Unlimited in to present or ask GEDA to run it?

**Commissioner Antonio Sablan:** I would like to make a comment, this thing that we are trying to determine I would like to see Ancestral Lands Commission to require a substantial deposit because we are left holding the bag; it is a mayor expense for Ancestral Lands to do the cleanup. A substantial deposit will get those people leasing will want their money back so they will do the cleanup and leave in a good sanitary condition.

**Deputy Director David Camacho:** For you information we are doing that there is a deposit for every lease, that is the money we were questioning GEDA that was part of the deposit.

**Commissioner Antonio Sablan:** Yeah but that was for Matson.

**Deputy Director David Camacho:** For every lease we haven't leased anything recently, like what lease?

**Commissioner Antonio Sablan:** Like Balli Steel.

**Deputy Director David Camacho:** That is under GEDA, they did the RFP on that not Ancestral, Matson had \$100,000 some thousand deposit we didn't release it because of the arrears.

**Commissioner Maria Cruz:** If I recall before GEDA took over we were responsible for giving out permits Balli Steel was one of them and we didn't require any deposit.

**Chairman Anthony Ada:** They had big monster machines and when they stopped doing their business, they stopped paying.

**Deputy Director David Camacho:** Northern Market we have their deposit it is being held by GEDA.

**Chairman Anthony Ada:** I think that is a good topic to bring up and like Commissioner Wessling said let it commensurate with their business activity if it is scrap metal it should be enough to clean it up if it is compost it will be different.

**Commissioner Antonio Sablan:** You have to talk to Limtiaco because areas where they are compositing are incurring some problems.

**Chairman Anthony Ada:** The letter is to see if we would entertain them we can ask them to give us a letter with more details about the kind of operation their business will be.

**Commissioner Antonio Sablan:** That way we can reach out to other facilities that are running this type of operation.

**Chairman Anthony Ada:** Okay. I guess I will write them a letter.

**Vice Chair Ronald Laguana:** Make sure all the regulatory components are included, staging time, monitoring them.

## **VII. Report**

### **B. Director**

**Chairman Anthony Ada:** The next item is the Director's Report.

**Deputy Director David Camacho:** Nothing to report.

**Karen Charfauros:** Chairman Ada, here is the update on the litigation.

**Chairman Anthony Ada:** Oh yes! It is not on the agenda It is dated November 28, 2016.

**Commissioner Anita Orlino:** So we cannot discuss it if it is not on the agenda.

**Chairman Anthony Ada:** I just asked Karen an update of the litigations

**Deputy Director David Camacho:** How long is that going to take?

**Commissioner Anita Orlino:** Give us a copy each.

**Chairman Anthony Ada:** Okay pass this around. It is too late to put it on right?

**Deputy Director David Camacho:** We have to limit the agenda.

**Commissioner Antonio Sablan:** We are allowed two meetings a month we should cut the time.

**Chairman Anthony Ada:** We are saving the government \$50 dollars.

**Commissioner Maria Cruz:** Wouldn't this be under the regular administrative business?

**Deputy Director David Camacho:** How come you didn't mention this earlier?

**Commissioner Maria Cruz:** such a report we don't need to put on the agenda the Deputy Director is allowed to put this under his report

**Deputy Director David Camacho:** Kristan asked about this and I said we had this, I was looking for it and we didn't have it.

**Vice Chair Ronald Laguana:** According to Robert Rules, if I am correct again, for agenda items we vote to approve the agenda items as a body. That's how we do it at the beginning if there is anything to add or delete on that. We should put that after approval of minutes, approval of agenda items that is through my recollection of Robert Rules.

**Deputy Director David Camacho:** Include this in the Director's Report I am supposed to go through it this is a report from David Highsmith regarding litigations like the Crawford case; read the memorandum from David J. Highsmith to GALC, dated November 28, 2016.

**GovGuam v. O'Keefe, CV1379-10.** There are no new developments. This is one of the two license cases. It is still on appeal, but there is no hearing date.

**GovGuam v. WSTCO; CV1378-10.** This case went to trial in September 2016. We do not know when Judge Perez will issue a decision.

**GovGuam v. Gutierrez; CV1235-12.** Judge Sukola disqualified the OAG in this case, but we have requested that the Supreme Court give us permission to appeal. Sandra Miller, the Governor's attorney, is beginning the procurement process to hire another attorney to replace the OAG in Superior Court.

**GovGuam v. Gutierrez; CV1124-09.** Judge Barcinas stayed this case on his own initiative because the conflict of interest issue is pending before the Supreme Court.

**GovGuam v. Gutierrez; CV0454-12.** The parties agreed to stay this case pending the appeal to the Supreme Court.

**Chairman Anthony Ada:** Who is appealing them or Ancestral?

**Deputy Director David Camacho:** I believe they are the ones appealing.

**GovGuam v. Gutierrez; CV1093-06.** We are nearly ready to forward the last of the paperwork to the title company and have the money released to the GALC Trust. We must resolve a problem with GWA which has objected to the deed. I do not believe this will take long.

**Deputy Director David Camacho:** This is Micronesia Mall.

**In re Torres; Probate cases.** Judge Perez ruled that OAG is out of the case because we cannot file a claim for our debts in a probate case. We have petitioned the Supreme Court, in WRP16-001, to have an order issue restraining the Estate from distributing the 13.6 million held by the Estates.

**Deputy Director David Camacho:** This probate was handled by Attorney General Liz Barrett the judge at that time, we did file the restraining order preventing the release of 13.6 million.

**Crawford v. GIAA, et al. District Court.** Both sides have moved for summary judgement in this case, which means they are asking the court for a definitive ruling without a trial. Those motions will be heard on January 23, 2017 at 9:30 am.

**Vice Chair Ronald Laguana:** Do you know if that hearing was held yesterday?

**Deputy Director David Camacho:** Which one?

**Vice Chair Ronald Laguana:** The Crawford case because I heard there was a hearing yesterday the 29<sup>th</sup> at 9am.

**Deputy Director David Camacho:** It should show here?

**Chairwoman Anita Orlino:** Trial?

**Vice Chair Ronald Laguana:** No, a pre-summary hearing.

**Deputy Director David Camacho:** Part of the filing is they want to be a part of the land bank that is after the decision of the courts after the land exchange.

**Chairman Anthony Ada:** Number 7 "We have petitioned the Supreme Court to have an order issue restraining the Estate from distributing the 13.6 million held by the Estates"; that was the same sentence from the May 28<sup>th</sup> memorandum.

**Deputy Director David Camacho:** That has been on-going

**Chairman Anthony Ada:** They petitioned but the Supreme Court hasn't ruled on the petition; and for the Micronesia Mall says our share is 240,000 dollars.

**Deputy Director David Camacho:** It's pending all the legal technicalities \$480,000 sale 50% goes to us and 50% goes to them.

**Chairman Anthony Ada:** Okay, GWA objected to this I wish I knew this when we were negotiating 17 acres, so GWA is standing in the way of the 240,000 coming to us.

**Deputy Director David Camacho:** Because it is going down into the ponding basin

**Chairman Anthony Ada:** Maybe we can still ask we just giving them 17 acres.

**Vice Chair Ronald Laguana:** We didn't sign anything yet call on them let us put them on the agenda.

**Chairman Anthony Ada:** Please tell me if the agenda items are too long.

**Deputy Director David Camacho:** Consult with the Director, Karen will communicate with us.

## **VIII. Adjournment**

**Vice Chair Ronald Laguana:** I move to adjourn.

**Commissioner Ronald Eclavea:** I second the motion

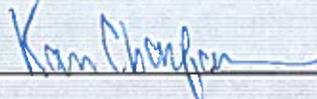
**Chairman Anthony Ada:** All those in favor say "Aye".

**All Commissioners present:** "Aye".

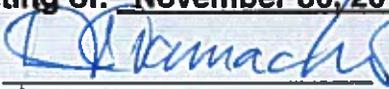
**Chairman Anthony Ada:** All those not in favor say "nay".

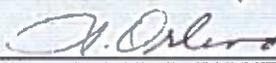
**No answer**

**Meeting adjourned at 5:35pm**

Transcribed by: Karen N. Charfauros: 

**Approved by Board motion in meeting of: November 30, 2016**

David V. Camacho, Deputy Director:  Date: 11.30.16

Anita F. Orlino, Chairperson: 

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**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**GUAM ANCESTRAL LANDS COMMISSION**  
**And The**  
**GUAM ENVIRONMENTAL PROTECTION AGENCY**

---

1           This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into on the date  
2 indicated below between the **GUAM ANCESTRAL LANDS COMMISSION (GALC)**  
3 whose address is P.O. Box 2950 Hagatna, Guam 96932, and the **GUAM**  
4 **ENVIRONMENTAL PROTECTION AGENCY (GEPA)**, Government of Guam, whose  
5 address is P.O. Box 22439, Barrigada, Guam 96921.

6  
7           **WHEREAS**, the GEPA has been occupying and utilizing, from the GALC a  
8 portion of Lot No. 2276 consisting of building number 15-6101, including an adjacent all  
9 concrete utility building, parking lot and common area consisting of approximately  
10 ±8,000 sq. ft., Tiyan, Guam; and

11  
12           **WHEREAS**, GEPA wishes to enter into a Memorandum of Understanding (MOU)  
13 with the GALC for the continued use of this property;

1  
2           **NOW THEREFORE**, it is agreed as follows:  
3

4 **I. Authorization to use property; Description of property.** The GALC hereby  
5 authorizes the GEPA to occupy and use, subject to all of the terms and conditions of  
6 this MOU, the following described real property (Property):

7           **A portion of Lot No. 2276 consisting of building number 15-6101,**  
8           **including an adjacent all concrete utility building, parking lot,**  
9           **and common area consisting of approximately ±8,000 sq. ft.,**  
10           **Tiyan, Guam, as delineated in Exhibit "A" attached and made a**  
11           **part hereof.**

12  
13 **II. Terms.** Except as otherwise provided herein, the term of this MOU shall be  
14 renewable annually for a period not to exceed ten (10) years commencing on  
15 January 1, 2015 and ending at December 31, 2025 (Termination Date).

16  
17 **III. Option to extend.** Upon mutual consent of the GALC, the GEPA may extend the  
18 term of this MOU upon the same terms, covenants, and conditions as herein  
19 contained. In order to exercise said option to extend, the GEPA shall deliver to the  
20 GALC written notice of its intent to extend the term no later than sixty (60) days  
21 before the end of the MOU.

22  
23 **IV. Limitation to described purpose.** The Property may be occupied and used by the  
24 GEPA solely for the activities proposed by the GEPA and continuing until this MOU  
25 is terminated as provided herein. In no event shall the GEPA begin any required  
26 licensed activity without obtaining all requisite authorization and permits from the  
27 appropriate Government of Guam or Federal agency or authority.

28  
29 **V. Compensation.**

30           1. The GALC and the GEPA expressly acknowledge that compensation for  
31 this MOU shall be **\$1.05** per square foot. The monthly compensation of  
32 **\$8,400** is payable on the beginning term of the license as stated in  
33 Paragraph I and monthly thereafter. Compensation is inclusive of all  
34 common area structures within **Exhibit A**.

35           2. Upon annual renewal of this MOU, the monthly compensation during the  
36 renewal annual term shall be equal to the fair market value of the Property.  
37 Determination of fair market value shall be based on a then current  
38 appraisal, or other reasonable method as acceptable by the GALC, of the  
39 Property paid for by the GEPA.

1           3. If the GEPA exercises its option to extend the term of the MOU beyond  
2           the Termination Date, the monthly compensation during the extended term  
3           shall be equal to the fair market value, or other determined value as  
4           acceptable to the GALC, of the Property to be assessed during the annual  
5           renewal. Determination of fair market value shall be based on a then  
6           current appraisal of the Property paid for by the GEPA.  
7

8   **VI. Payments.** All payments due to GALC from GEPA shall be made payable to the  
9   Guam Ancestral Lands Commission and remitted to the GALC.  
10

11 **VII. Termination.** This MOU may be terminated by either party on ninety (90) days  
12 written notice prior to the Termination Date. Upon termination by written notice,  
13 the provisions of this MOU shall be terminated.  
14

15 **VIII. Utilities and maintenance.** Any and all utilities and maintenance of the Property  
16 described herein shall be borne and paid for by the GEPA.  
17

18  
19 **IX. No interest in real property.** The GEPA expressly acknowledges and agrees  
20 that it does not and shall not claim at any time any interest or estate of any kind  
21 or extend whatsoever in the above described Property of the GALC by virtue of  
22 the rights granted under this MOU or occupancy or use granted herein.  
23

24 **X. Assignment of rights.** The rights of the GEPA under this MOU are personal to  
25 the GEPA and may not be transferred nor assigned to any other person, firm,  
26 corporation, or other entity.  
27

28 **XI. Indemnification of licensor.** In consideration of the privilege granted by this  
29 MOU, the GEPA shall not claim any cost, claims, or damages arising in or on the  
30 Property described above regardless of the fault or negligence of the GALC while  
31 being used by the GEPA and the GEPA's officers, employees, members, guests,  
32 clients, or invitees, and the GEPA shall indemnify the GALC from any and all  
33 costs, losses, claims, or damages of any kind or nature arising in connection with  
34 the use of the real property described above by the GEPA and the GEPA officers,  
35 employees, members, guests, clients, or invitees.  
36

37 **XII. No warranty.** The GALC does not warrant or represent that the Property  
38 described above is suitable for the purpose for which it is permitted to be used,

1 nor that the GEPA is specifically entitled to the issuance of any permits  
2 necessary to carry out any activity on said Property.  
3

4 **XIII. Entire Agreement.** This MOU shall constitute the entire agreement between the  
5 parties and any prior understanding or representation of any kind preceding the  
6 date of this MOU shall not be binding upon either party except to the extent  
7 incorporated in this MOU.  
8

9 **XIV. Modification of agreement.** Any modification of this MOU or additional  
10 obligation shall be binding only if evidenced in writing and signed by each party  
11 or an authorized representative of each party.  
12

13 **XV. Governing law.** It is agreed that this MOU shall be governed by, constructed,  
14 and enforced in accordance with the laws of Guam.  
15

16 **XVI. No waiver.** This failure of either party to this MOU to insist upon the  
17 performance of any of the terms and conditions of this MOU, or the waiver of any  
18 breach of any of the terms and conditions of this MOU, shall not be construed as  
19 thereafter waiving any such terms and conditions, but the same continue and  
20 remain in full force and effect as if no such forbearance or waiver had occurred.  
21

22 **XVII. Binding effect.** This MOU shall bind and inure to the benefit of any respective  
23 successors of the parties.  
24

25 **XVIII. Notices.** Any notice provided for or concerning this MOU shall be in writing and  
26 shall be deemed sufficiently given when sent by email, certified or registered mail  
27 to the respective address of each party as set forth at the beginning of this MOU.  
28

29 **XIX. Removal of improvements upon termination.** Upon termination, the GEPA at  
30 the GEPA sole expense shall remove all improvements constructed or erected  
31 on the Property described herein, unless the GALC approves for the  
32 improvements to remain on the Property.  
33

34 **XX. Public liability and property damage insurance.** The GEPA will procure, at its  
35 own cost and expense and keep in force during said term for the mutual benefit  
36 of the GALC and the GEPA, a policy of comprehensive liability insurance in such  
37 form and such insurance company as the GALC shall approve. Said policies or  
38 copies thereof must be deposited with the GALC and must cover the Property,  
39 including entrances to the Property and sidewalks and parking areas adjacent to

1 the Property. The GALC may review the foregoing limits of coverage and require  
2 increases therein. Said policy or policies shall also contain a clause stating that  
3 the insurer will not cancel or change insurance coverage without first giving the  
4 GALC and the GEPA thirty (30) days prior written notice of such change or  
5 cancellation.

6  
7 **XXI. Pre-existing conditions and release of liability.** Parties recognize there may  
8 be known or unknown pre-existing conditions of the Property described herein,  
9 and agree to hold each other harmless from any liability arising out of such  
10 conditions.

11  
12 **XXII. Superseding clause.** This MOU shall supersede all previous licenses and  
13 MOUs between the GALC and the GEPA for the Property.

14  
15 **XXIII. Notices.** Unless during the term of this MOU a party notifies the other party in  
16 writing of a change or other address to be used, any legal notices shall be sent  
17 by certified mail or by personal delivery, with receipt verified, to the parties at the  
18 following addresses:

19  
20 **GUAM ENVIRONMENTAL PROTECTION AGENCY**

21 **Attn:** Administrator  
22 **Mailing Address** P.O. Box 22439  
23 Barrigada, Guam 96921

24  
25 **Physical Address** 16-6101 Mariner Avenue  
26 Tiyan, Guam 96913

27  
28 **GUAM ANCESTRAL LANDS COMMISSION**

29 **Attn:** Chairman  
30 **Mailing Address** P.O. Box 2950  
31 Hagatna, Guam 96932

32  
33 **Physical Address** 590 North Marine Corps Drive, Suite 733  
34 Tamuning, Guam 96913

35  
36  
37 \* \* \* \* \*

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

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\_\_\_\_\_  
**ANTHONY ADA**  
Chairperson  
Guam Ancestral Lands Commission

\_\_\_\_\_  
**WALTER LEON GUERRERO**  
Administrator  
Guam Environmental Protection Agency

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

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

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

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

**CERTIFIED FUNDS AVAILABLE:**

**APPROVED:**

\_\_\_\_\_  
**XXXX X. XXXX**  
Administrative Services Officer  
Guam Environmental Protection Agency

\_\_\_\_\_  
**JOSE S. CALVO**, Director  
Bureau of Budget & Management  
Research

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

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

A/C:	
AMOUNT:	
VENDOR NO:	
DOCUMENT NO:	

**APPROVED AS TO FORM:**

**APPROVED**

\_\_\_\_\_  
**ELIZABETH BARRETT- ANDERSON**  
Attorney General of Guam

\_\_\_\_\_  
**EDWARD J.B. CALVO**  
Governor of Guam

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

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

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**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**GUAM ANCESTRAL LANDS COMMISSION**  
**And The**  
**DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES**

---

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

8  
9           **WHEREAS**, DPHSS-WIC has been occupying and utilizing, from the GALC a  
10 portion of Lot No. 2276 consisting of building number 15-6100, including an adjacent all  
11 concrete utility building, parking lot and common area consisting of approximately  
12 ±8,000 sq. ft., Tiyan, Guam; and  
13

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

3  
4           **NOW THEREFORE**, it is agreed as follows:

5  
6 **I. Authorization to use property; Description of property.** The GALC hereby  
7 authorizes the DPHSS-WIC to occupy and use, subject to all of the terms and  
8 conditions of this MOU, the following described real property (Property):

9           **A portion of Lot No. 2276 consisting of building number 15-6100,**  
10 **including an adjacent all concrete utility building, parking lot,**  
11 **and common area consisting of approximately ±8,000 sq. ft.,**  
12 **Tiyan, Guam, as delineated in Exhibit "A" attached and made a**  
13 **part hereof.**

14  
15 **II. Terms.** Except as otherwise provided herein, the term of this MOU shall be  
16 renewable annually for a period not to exceed ten (10) years commencing on  
17 January 1, 2015 and ending at December 31, 2025 (Termination Date).

18  
19 **III. Option to extend.** Upon mutual consent of the GALC, the DPHSS-WIC may extend  
20 the term of this MOU upon the same terms, covenants, and conditions as herein  
21 contained. In order to exercise said option to extend, the DPHSS-WIC shall deliver  
22 to the GALC written notice of its intent to extend the term no later than sixty (60)  
23 days before the end of the MOU.

24  
25 **IV. Limitation to described purpose.** The Property may be occupied and used by the  
26 DPHSS-WIC solely for the activities proposed by the DPHSS-WIC and continuing  
27 until this MOU is terminated as provided herein. In no event shall the DPHSS-WIC  
28 begin any required licensed activity without obtaining all requisite authorization and  
29 permits from the appropriate Government of Guam or Federal agency or authority.

30  
31 **V. Compensation.**

32           1. The GALC and the DPHSS-WIC expressly acknowledge that  
33 compensation for this MOU shall be **\$1.05** per square foot. The monthly  
34 compensation of **\$8,400** is payable on the beginning term of the license as  
35 stated in Paragraph I and monthly thereafter. Compensation is inclusive of  
36 all common area structures within **Exhibit A.**

37           2. Upon annual renewal of this MOU, the monthly compensation during the  
38 renewal annual term shall be equal to the fair market value of the Property.  
39 Determination of fair market value shall be based on a then current

1 appraisal, or other reasonable method as acceptable by the GALC, of the  
2 Property paid for by the DPHSS-WIC.

- 3  
4 3. If the DPHSS-WIC exercises its option to extend the term of the MOU  
5 beyond the Termination Date, the monthly compensation during the  
6 extended term shall be equal to the fair market value, or other determined  
7 value as acceptable to the GALC, of the Property to be assessed during  
8 the annual renewal. Determination of fair market value shall be based on a  
9 then current appraisal of the Property paid for by the DPHSS-WIC.

10  
11 **VI. Payments.** All payments due to GALC from DPHSS-WIC shall be made payable  
12 to the Guam Ancestral Lands Commission and remitted to the GALC.

13  
14 **VII. Termination.** This MOU may be terminated by either party on ninety (90) days  
15 written notice prior to the Termination Date. Upon termination by written notice,  
16 the provisions of this MOU shall be terminated.

17  
18 **VIII. Utilities and maintenance.** Any and all utilities and maintenance of the Property  
19 described herein shall be borne and paid for by the DPHSS-WIC.

20  
21 **IX. No interest in real property.** The DPHSS-WIC expressly acknowledges and  
22 agrees that it does not and shall not claim at any time any interest or estate of  
23 any kind or extend whatsoever in the above described Property of the GALC by  
24 virtue of the rights granted under this MOU or occupancy or use granted herein.

25  
26 **X. Assignment of rights.** The rights of the DPHSS-WIC under this MOU are  
27 personal to the DPHSS-WIC and may not be transferred nor assigned to any  
28 other person, firm, corporation, or other entity.

29  
30 **XI. Indemnification of licensor.** In consideration of the privilege granted by this  
31 MOU, the DPHSS-WIC shall not claim any cost, claims, or damages arising in or  
32 on the Property described above regardless of the fault or negligence of the  
33 GALC while being used by the DPHSS-WIC and the DPHSS-WIC's officers,  
34 employees, members, guests, clients, or invitees, and the DPHSS-WIC shall  
35 indemnify the GALC from any and all costs, losses, claims, or damages of any  
36 kind or nature arising in connection with the use of the real property described  
37 above by the DPHSS-WIC and DPHSS-WIC's officers, employees, members,  
38 guests, clients, or invitees.

- 1   **XII. No warranty.** The GALC does not warrant or represent that the Property  
2   described above is suitable for the purpose for which it is permitted to be used,  
3   nor that the DPHSS-WIC is specifically entitled to the issuance of any permits  
4   necessary to carry out any activity on said Property.  
5
- 6   **XIII. Entire Agreement.** This MOU shall constitute the entire agreement between the  
7   parties and any prior understanding or representation of any kind preceding the  
8   date of this MOU shall not be binding upon either party except to the extent  
9   incorporated in this MOU.  
10
- 11   **XIV. Modification of agreement.** Any modification of this MOU or additional  
12   obligation shall be binding only if evidenced in writing and signed by each party  
13   or an authorized representative of each party.  
14
- 15   **XV. Governing law.** It is agreed that this MOU shall be governed by, constructed,  
16   and enforced in accordance with the laws of Guam.  
17
- 18   **XVI. No waiver.** This failure of either party to this MOU to insist upon the  
19   performance of any of the terms and conditions of this MOU, or the waiver of any  
20   breach of any of the terms and conditions of this MOU, shall not be construed as  
21   thereafter waiving any such terms and conditions, but the same continue and  
22   remain in full force and effect as if no such forbearance or waiver had occurred.  
23
- 24   **XVII. Binding effect.** This MOU shall bind and inure to the benefit of any respective  
25   successors of the parties.  
26
- 27   **XVIII. Notices.** Any notice provided for or concerning this MOU shall be in writing and  
28   shall be deemed sufficiently given when sent by email, certified or registered mail  
29   to the respective address of each party as set forth at the beginning of this MOU.  
30
- 31   **XIX. Removal of improvements upon termination.** Upon termination, the DPHSS-  
32   WIC at the DPHSS-WIC sole expense shall remove all improvements  
33   constructed or erected on the Property described herein, unless the GALC  
34   approves for the improvements to remain on the Property.  
35
- 36   **XX. Public liability and property damage insurance.** The DPHSS-WIC will  
37   procure, at its own cost and expense and keep in force during said term for the  
38   mutual benefit of the GALC and the DPHSS-WIC, a policy of comprehensive  
39   liability insurance in such form and such insurance company as the GALC shall

1 approve. Said policies or copies thereof must be deposited with the GALC and  
2 must cover the Property, including entrances to the Property and sidewalks and  
3 parking areas adjacent to the Property. The GALC may review the foregoing  
4 limits of coverage and require increases therein. Said policy or policies shall also  
5 contain a clause stating that the insurer will not cancel or change insurance  
6 coverage without first giving the GALC and the DPHSS-WIC thirty (30) days prior  
7 written notice of such change or cancellation.  
8

9 **XXI. Pre-existing conditions and release of liability.** Parties recognize there may  
10 be known or unknown pre-existing conditions of the Property described herein,  
11 and agree to hold each other harmless from any liability arising out of such  
12 conditions.  
13

14 **XXII. Superseding clause.** This MOU shall supersede all previous licenses and  
15 MOUs between the GALC and the DPHSS-WIC for the Property.  
16

17 **XXIII. Notices.** Unless during the term of this MOU a party notifies the other party in  
18 writing of a change or other address to be used, any legal notices shall be sent  
19 by certified mail or by personal delivery, with receipt verified, to the parties at the  
20 following addresses:  
21

22 **DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES**

23 **Attn:** Director  
24 **Mailing Address** 123 Chalan Kareta Route 10  
25 Mangilao, Guam 96913  
26

27 **Physical Address** 123 Chalan Kareta Route 10  
28 Mangilao, Guam 96913  
29

30 **GUAM ANCESTRAL LANDS COMMISSION**

31 **Attn:** Chairman  
32 **Mailing Address** P.O. Box 2950  
33 Hagatna, Guam 96932  
34

35 **Physical Address** 590 North Marine Corps Drive, Suite 733  
36 Tamuning, Guam 96913  
37

38 \* \* \* \* \*  
39

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

3  
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\_\_\_\_\_  
**ANTHONY ADA**  
Chairperson  
Guam Ancestral Lands Commission

\_\_\_\_\_  
**JAMES GILLAN**  
Director, Department of Public Health  
& Social Services

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

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

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

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

**CERTIFIED FUNDS AVAILABLE:**

**APPROVED:**

\_\_\_\_\_  
**XXXX X. XXXX**  
Administrative Services Officer  
Department of Public Health & Social Services

\_\_\_\_\_  
**JOSE S. CALVO**, Director  
Bureau of Budget & Management  
Research

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

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

A/C:	
AMOUNT:	
VENDOR NO:	
DOCUMENT NO:	

**APPROVED AS TO FORM:**

**APPROVED**

\_\_\_\_\_  
**ELIZABETH BARRETT- ANDERSON**  
Attorney General of Guam

\_\_\_\_\_  
**EDWARD J.B. CALVO**  
Governor of Guam

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

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



Office of

# Senator Frank B. Aguon, Jr.

I MINA' TRENTAI TRES NA LIHESLATURAN GUÁHAN | 33<sup>rd</sup> GUAM LEGISLATURE

**Chairman**  
 Committee on  
 Guam U.S. Military  
 Relocation, Public Safety & Judiciary  
**Vice Chairman**  
 Committee on  
 Appropriations & Adjudication  
**Member**  
 Federal, Foreign & Micronesian  
 Affairs,  
 Human & Natural Resources,  
 Election Reform &  
 Capitol District

**Member**  
 Transportation, Infrastructure  
 Lands, Border Protection,  
 Veterans' Affairs &  
 Procurement  
**Member**  
 Finance & Taxation, General  
 Government Operations &  
 Youth Development  
**Member**  
 Early Learning, Juvenile  
 Justice, Public Education &  
 First Generation Initiatives

December 12, 2016

Mr. Michael J. B. Borja  
 Director, Department of Land Management  
 590 S. South Marine Corps Drive  
 Suite 733 ITC Building  
 Tamuning, Guam 96913  
 Sent via email to: [dldir@dlm.guam.gov](mailto:dldir@dlm.guam.gov)

MB 12/13

RECEIVED  
 DEC 13 2016  
 Department of Land Management  
 Time 10:15 AM

Dear Director Borja,

*Buenas yan Hafa Adai!* My office is trying to assist Mr. Ricardo Guerrero in seeking resolution to a land issue he is having regarding his family property in the municipality of Yigo; lot numbers 7100, 7102, 7103 and 7146. The property was previously owned by his grandparents, John SN Taitano and Rosario F. Taitano, and is currently being held by the Government of Guam pending its official transfer to the Guam Ancestral Lands Commission (GALC). On June 24, 2009, the determination regarding this property's appropriate transfer to the GALC was tabled pending legislative remedy by Senator Ben Pangelinan.

We would like to find out what the current status is of this property and what was being sought by Senator Pangelinan by way of legislative remedy so that we may offer Mr. Guerrero proper guidance on what his family's next step would be in their attempt to lay claim to this property.

Please provide the status to our office by December 19, 2016. Your assistance is greatly appreciated.

*Un Dangkolo' Na Si Yu'us Ma'dse'!*

**SENATOR FRANK B. AGUON, JR.**  
 Committee Chairman on Guam U.S. Military Relocation | Public Safety | Judiciary  
 I Mina' Trentai Tres Na Liheslaturan Guahan | 33<sup>rd</sup> Guam Legislature

SUITE 503, DNA BLDG. 238 ARCHBISHOP FLORES STREET HAGATNA, GUAM 96910  
 PHONE: (671) 475-GUM1/2 (4861/2) | FAX: (671) 475-GUM3 (4863) | EMAIL: [AGUON4GUAM@GMAIL.COM](mailto:AGUON4GUAM@GMAIL.COM)

[WWW.FRANKAGUONJR.COM](http://WWW.FRANKAGUONJR.COM)



**Alicia G.  
Limtiaco  
Attorney**



**Phillip J. Tydingco  
Chief Deputy Attorney  
General**

**OFFICE OF THE ATTORNEY GENERAL**

---

December 3, 2009

**HAND DELIVER**

Honorable Vicente C. Pangelinan,  
Senator, I Mina 'Bente Nuebi Na Liheslaturan Guahan  
Ste. 101 Quan Bldg.  
324 W. Soledad Ave.  
Hagatna, Guam 96910

**Re: IN THE MATTER OF THE CLAIM FOR Lot Nos. 7100, 7102, 7103, and 7146,  
Anao, Municipality of Yigo, also known as Janom. / Guam Ancestral Lands  
Commission. AG No.: LEG 09-0955**

Dear Senator Pangelinan:

Buenas yan Hafa Adai! The Attorney General has asked me to respond to your letter dated October 13, 2009.

I have reviewed the correspondence from your office in this matter, and the applicable laws and regulations.

Representatives of the Estate of John S.N. Taitano and Rosario F. Taitano have a claim pending before the Guam Ancestral Lands Commission for Lot Nos. 7100, 7102, 7103, and 7146, Anao, Municipality of Yigo; an area also known as Janom.

It is the position of this Office that these Lots were not lawfully transferred into the GALC's inventory, and that the GALC, therefore, cannot award the Lots to the Taitano claimants. What happened was, on November 4, 2002, then-Governor Gutierrez purported to unilaterally, without Legislative approval, transfer these Lots into the GALC's inventory.

This matter came before the GALC at its April 15, 2009 meeting. At that time the Department of Land Management (DLM) orally presented its position statement regarding the Lots. Through Assistant Attorney General Steven M. Newman, DLM noted that the Lots at issue were being surveyed pursuant to consolidated Land Registration Case Nos. LR0035-75 and LR0057-75. That consolidated land registration case was decided on March 20, 1979. The case remains before the Guam Superior Court pending final approval of a survey map. DLM noted that in 1979, Judge Benson held that:

- (1) The government is entitled to the registration of all of Lot No. 7146 which lies outside of Lot 7099NEW Yigo.

- (2) Tatiano is entitled to the registration of all of Lot 7099NEW, except the portion previously registered to the government and known as Lot Nos. 7100, 7102 and 7103, Yigo.

See In the Matter of the Application of the Government of Guam for Initial Registration of Title to Land Designated as Lot No. 7146, Municipality of Yigo, Guam / In the Matter of the Petition for the Registration of Title of Parcel of Land, More Particularly Designated as Lot No. 7099, Janom, Municipality of Yigo, Territory of Guam. Richard F. Taitano as Administrator of the Estate of John Taitano and Rosario F. Taitano, deceased, LR Case Nos. LR0035-75 and LR0057-75, Decision and Order (Guam Superior Court, March 20, 1979). A copy of Judge Benson's Decision and Order in that case is attached for your reference.

DLM reiterated its position in a supplemental submission to the GALC on June 18, 2009. In summary, the position taken by DLM is that the Governor's attempt to transfer the Lots from the Government of Guam to GALC, on November 4, 2002, was without Legislative approval and was therefore invalid. The properties should be registered as belonging to the Government of Guam and held in the manner provided by law. I have attached a copy of DLM's position statement, and its attachments, filed before the GALC on June 18, 2009.

On October 19, 2009, Presiding Judge Alberto C. Lamorena, III issued a Decision and Order in a separate matter involving land similarly situated to the Janom property. The property in that case was also the subject of an attempted transfer by the Governor to the GALC on November 4, 2002, without Legislative approval. That property was only 87 square meters, but the government has utilities on it, and it overlaps onto the back exit from the Micronesian Mall. The GALC was unaware that the transfer of this property into its inventory was unlawful, and it awarded the property to the Estate of Jose Martinez Torres. The Estate then turned around and sued the Mall, and the government, demanding that the government, for its part, remove its utilities from the Lot; offering to settle its claim against the government with the government paying the Estate \$750,000.00. This case, Civil Case No. 1093-06, Estate of Jose Martinez Torres v. Government of Guam ("Micronesian Mall case"), has a bearing on the disposition Taitano Estate's claim to Lot Nos. 7100, 7103, 7104 and 7146 because of the similarity in facts and applicable law. A copy of Judge Lamorena's October 19, 2009 Decision and Order in that case is attached for your reference.

The Decision and Order notes that the history of the land at issue in the Micronesian Mall case "demonstrates that it is not a member of the classes of land transferred to the Ancestral Lands Commission (GALC), nor is it one of the tracts specifically identified for transfer." *See* Decision and Order at page 5, lines 19-22.

At page 6 of that Decision and Order, lines 24-26, Judge Lamorena specifically found that "Here, the Governor did not have the legal authority to transfer the land to the Ancestral Lands Commission, as Title 21 G.C.A. §60112 requires the approval of the Legislature."

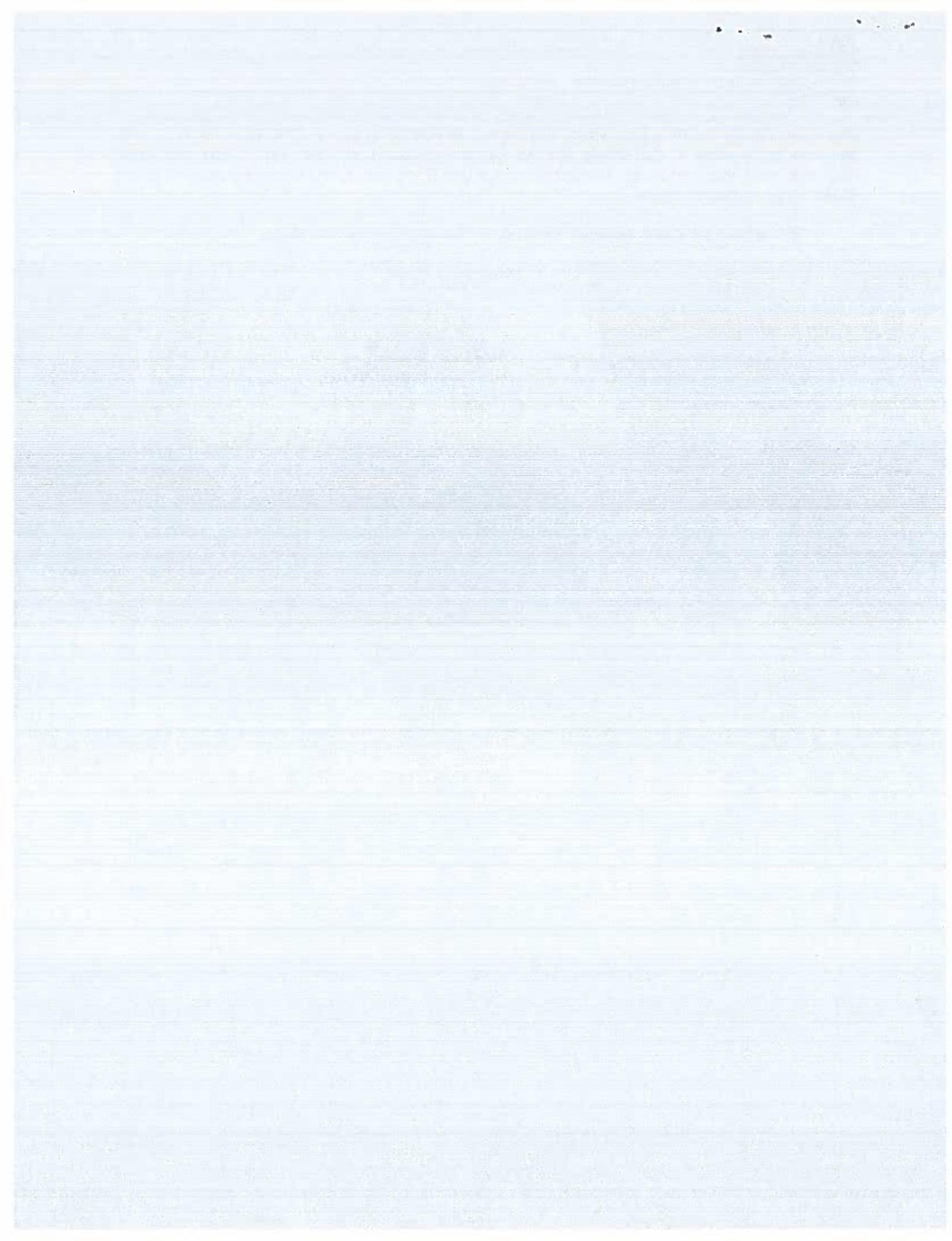
Just as in the Micronesian Mall case, the Lots at issue here are not properties that were condemned by the federal government and then returned to the Government of Guam as excess federal land. The excess federal lands returned to GovGuam flow directly into the GALC inventory, as provided for in the GALC's enabling acts. Lot Nos. 7100, 7102, and 7103, and 7146 were not excess federal lands, and could not be arbitrarily transferred by the Governor into GALC's inventory as "surplus property."

Any such transfer would require direct and express Legislative approval. 21G.C.A. §60112. It is therefore the position of this Office that the lots in question, Lots 7100, 7102, 7103, and 7146, Municipality of Yigo, Guam, are not lawfully in the GALC's inventory and cannot be awarded by the GALC to the Taitano claimants.

If you have any further questions, please do not hesitate to contact our office.

Sincerely,

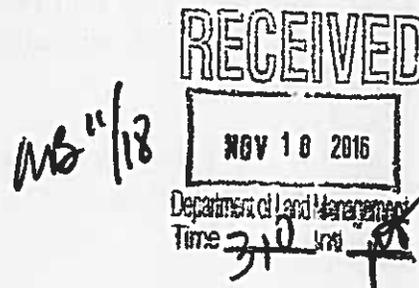
**William C. Bischoff**  
Assistant Attorney General



**BERMAN  
O'CONNOR &  
MANN**  
Attorneys at Law

Suite 503, Bank of Guam Building  
111 Chalan Santo Papa  
Hagåtña, Guam 96910  
Tele. 671-477-2778  
Fax 671-477-4366  
Website: www.pacific-lawyers.com  
Email: mjberman@pacific-lawyers.com

November 18, 2016



VIA HAND-DELIVERY

Guam Ancestral Land Commission  
Suite 733, ITC Building  
590 S. Marine Corps Drive  
Tamuning, GU 96913

Re: Lot No. 2249, Part of Radio Barrigada, 80-6, Barrigada, Guam

To Whom It May Concern:

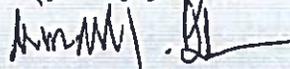
Please be advised that our law firm represents the heirs of Ana Duenas Iriarte. As you may recall Ana Duenas Iriarte is one of the twelve named Grantees in the deed issued by the Guam Ancestral Land Condition on September 10, 2004, which deed was recorded on September (4, 2016) at the Department of Land Management, under Instrument No. 697870. A copy of said deed is enclosed.

A review of the deed, at page 2, third Whereas clause, lines 3 to 6, will disclose that Ana Duenas Iriarte was listed as a Co-Grantee along with her eleven children. The fact that the deed mentions the mother, along with her eleven children, unfortunately has the effect of forcing a probate for all eleven children, which is a very large undertaking, both legally and financially. Accordingly, the purpose of this letter is to respectfully request that the Guam Ancestral Land Commission to please issue an amended deed in the name only of Ana Duenas Iriarte, and to delete reference to her eleven children.

This request will not result in any preference or disadvantage for any person. This is true because Ana Duenas Iriarte did not leave a Will, and all of her eleven children, and their heirs, will inherit equally through intestate succession. Thus, no possible risk is posed to anyone by making this requested change to the deed. On the contrary, you will be allowing all the heirs of Ana Duenas Iriarte to save substantially on time, cost, and attorney fees in probating just one estate, as opposed to probating 12 estates.

Please feel free to call on me should you wish to discuss any aspects of this matter further.

Very truly yours,



Michael J. Berman



January 12, 2017

Jay Rojas  
Administrator  
Guam Economic Development Authority  
590 S. Marine Drive  
Suite 511 ITC Building  
Tamuning, Guam 96913

RECEIVED

MB/12

JAN 12 2017

Department of Land Management  
Time 2:15 Int -A



RE: Commercial Lease, Wettengel Junction; Northern Market

Dear Mr. Rojas:

Buenas! Please consider this letter our courtesy notice of Northern Market LLC's change of membership structure – the special purpose entity that was formed in accordance with the Agreement between Micronesia Community Development Corporation and the Guam Economic Development Authority dated February 26, 2013 which states in pertinent part "Lessor is aware that MCDC will form or assign the project to a Special Purpose Entity (SPE) that will carry forward the development rights. . . This SPE may be required for financing, investment, New Market Tax Credit Financing and/or EB-5 Investment purposes." Since the signing of the subject lease, the membership of Northern Market LLC has changed its Internal membership whereby "Development and Management Ventures, LLC" own more than 50 percent interest of Northern Market LLC for such investment purposes. While Section 10.06 of the subject lease specifically only requires notification of ownership changes if the tenant is a corporation, we are also providing this notice in the spirit of disclosure. Section 10.06 states in pertinent part "Should Tenant be a corporation, the transfer of more than fifty percent (50%) of the capital stock of Tenant shall constitute an assignment hereunder requiring the written consent of Landlord. . ." For your information, Northern Market LLC is not a corporation but rather a limited liability company but as stated above we want to provide this information in the spirit of disclosure.

We also would like to inform your office that we will need to amend the lease to indicate the correct area of the property being leased. According to the map attached, the rights to Lot 10153-3, comprising 3,051 square meters could not be determined. As such, this portion shown on the final recorded map by the Department of Land Management cannot be insured and therefore cannot be utilized. On the recorded map known as LM 158 FY 2013 recorded as Document Number 858965, the map reflects "Special Note A" and states as follows:

1. *The Net Area as depicted is the result, based from taking the computed area of 3,051 +/- Sq. M., (at which it includes that portion Lot 10155-R7 within Lot 5008-1-2, with an area of 67 +/- Sq. M. as depicted) and subtract it from that of computed area.*
2. *The 3,051 +/- portion as depicted is under litigation as per Guam Economic Development Authority.*

Furthermore, the lease agreement signed on December 20, 2013 and recorded under Document Number 859723 reflects on Article 2: "Leased Premises" under Section 2.01 it describes the square meters as 53,876 +/- square meters. We would like to amend the lease to make this correction and reduce the leased area and rent proportionately. A copy of the recorded map is attached for your reference.

Northern Market, LLC  
P.O. Box 27658  
Barrigada, Guam 96921

RECEIVED

NOV 5 1 11 AM

RECEIVED



Thank you for your attention to this matter. Please feel free to contact my office should you have any questions, comments or concerns.

Sincerely,

CARLOS CAMACHO

Cc: Michael Borja, Director of Department of Land Management  
Diego Mendiola, Guam Economic Development Authority

Northern Market, LLC  
P.O. Box 27658  
Barrigada, Guam 96921



**RETRACEMENT SURVEY MAP**  
**OF**  
**LOT 10155 - 3 &**  
**LOT 10155 - R7**  
**(For Lease Purposes Only)**  
**MUNICIPALITY OF DEBIDO**

**SECTION 4**

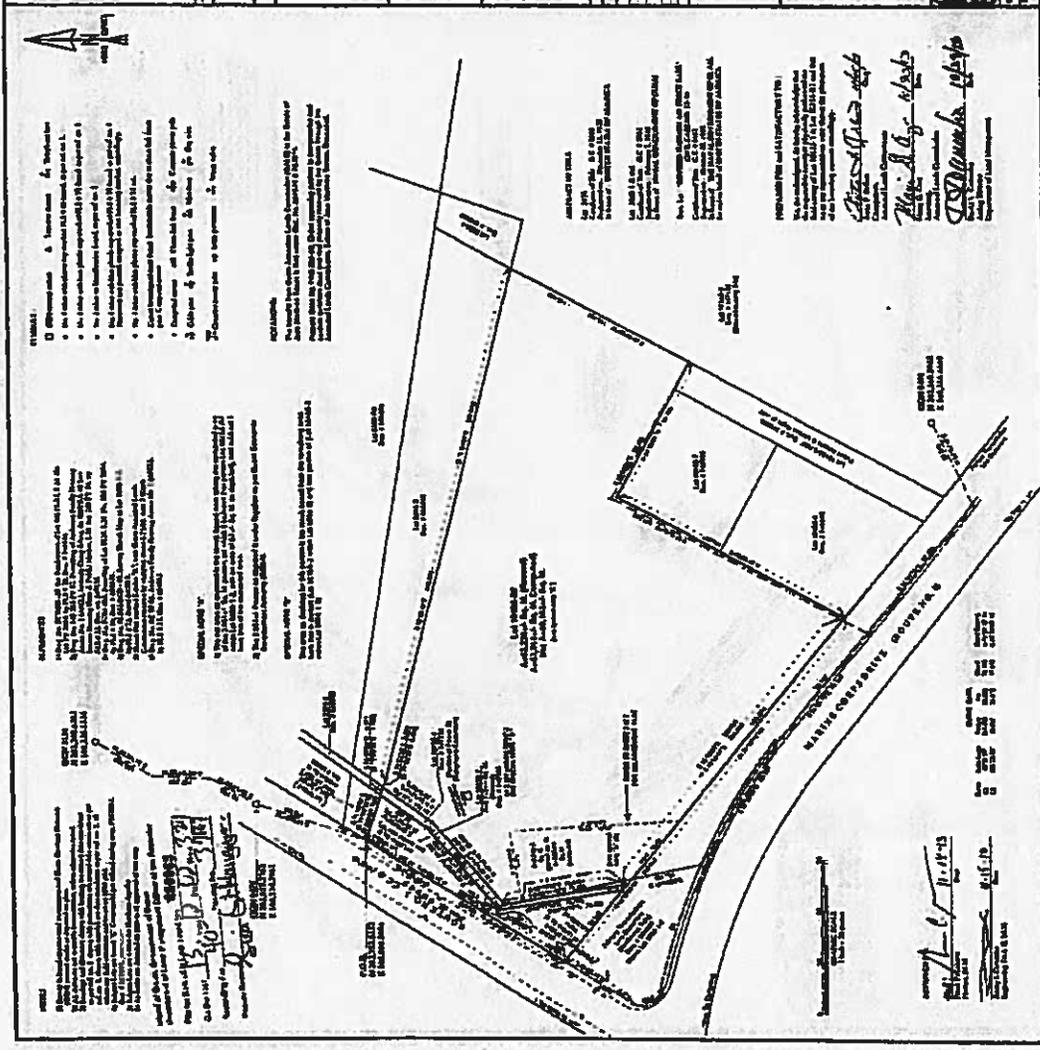
**RLS SERVICES, LLC**  
 1400 N. 10th Street, Suite 100  
 P.O. Box 1000, Debido, Idaho 83401-1000  
 Phone: (208) 338-1000  
 Fax: (208) 338-1001  
 Email: info@rls-services.com

**APPROVED FOR THE MUNICIPALITY OF DEBIDO**  
 Mayor: [Signature]  
 City Clerk: [Signature]

**APPROVED FOR THE COUNTY OF BUTTE**  
 County Clerk: [Signature]

**APPROVED FOR THE STATE OF IDAHO**  
 State Engineer: [Signature]

TRACT	ACRES	OWNER	ABSTRACT OF TITLE
10155-3	0.15	RLS SERVICES, LLC	...
10155-R7	0.15	RLS SERVICES, LLC	...



5-14354 1/2

REFER TO SHEET 1 of 2



**CERTIFICATE OF CORRECTNESS**  
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as shown to me by the person who claims to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person who claims to be the owner of the same.

**CERTIFICATE OF CORRECTNESS**  
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as shown to me by the person who claims to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person who claims to be the owner of the same.

**CERTIFICATE OF CORRECTNESS**  
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as shown to me by the person who claims to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person who claims to be the owner of the same.

NAME	DATE	OFFICE	ADDRESS	PHONE
...	...	...	...	...

**RETRACEMENT SURVEY MAP**  
OF  
**LOT 10155 - 3 &  
LOT 10155 - R7**  
(For Lease Purposes Only)  
**MUNICIPALITY OF DEBIDO**

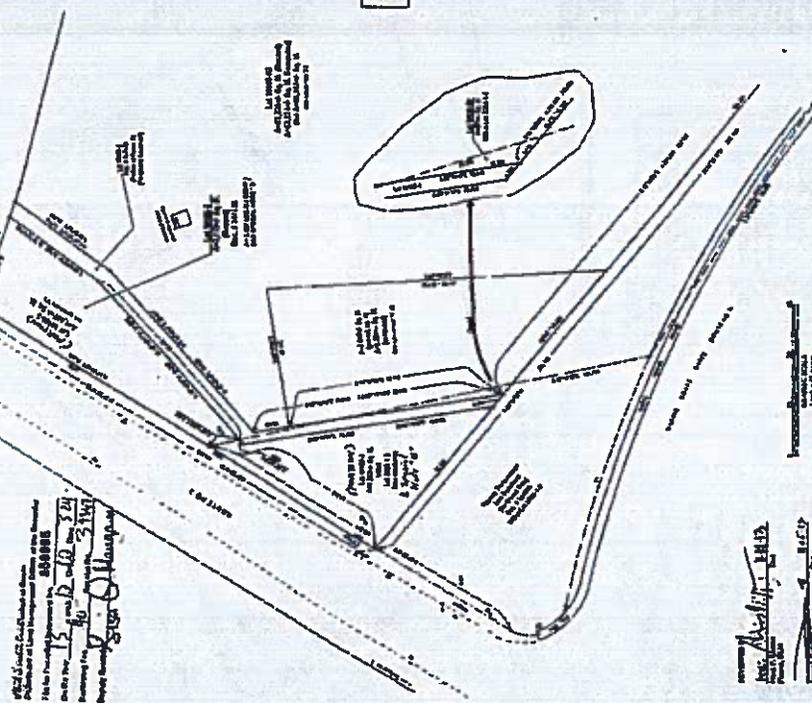
**RLS SERVICES, LLC**  
2004 W. 10th St., Suite 100  
P.O. Box 1000, Debido, Colorado 80827  
www.riis.com  
P.L.L.C.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
No. 10000, State of Colorado, Exp. 10/1/11



**GENERAL NOTES:**  
1. This map is prepared in accordance with the provisions of the Colorado Surveying Act, C.R.S. 24-101, et seq., and the rules and regulations of the Board of Surveying and Mapping, C.R.S. 24-102, et seq.  
2. The survey was conducted in accordance with the provisions of the Colorado Surveying Act, C.R.S. 24-101, et seq., and the rules and regulations of the Board of Surveying and Mapping, C.R.S. 24-102, et seq.  
3. The survey was conducted in accordance with the provisions of the Colorado Surveying Act, C.R.S. 24-101, et seq., and the rules and regulations of the Board of Surveying and Mapping, C.R.S. 24-102, et seq.

**CONVEYANCE:**  
This map is prepared in accordance with the provisions of the Colorado Surveying Act, C.R.S. 24-101, et seq., and the rules and regulations of the Board of Surveying and Mapping, C.R.S. 24-102, et seq.

**REFER TO SHEET 1 OF 2 FOR DETAILS, DIMENSIONS & SYMBOLS**



**ENLARGEMENT PLAT**

**STATEMENT OF WORK:**  
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as shown to me by the person who claims to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person who claims to be the owner of the same.

S-14354 7/6

GALC - Land Bank Trust Fund

P.O. Box 2950

Hagatna, GU 96932

# Statement

Date
1/25/2017

To:
Trans Steel Mathew Pearson P.O. Box 11973 Tamuning, GU 96931

		Amount Due	Amount Enc.		
		\$3,500.00			
Date	Transaction	Amount	Balance		
09/30/2014	Balance forward		0.00		
10/01/2014	GENJRNL #8.	1,500.00	1,500.00		
10/01/2014	INV #82. Due 10/01/2014.	500.00	2,000.00		
10/21/2014	PMT	-1,000.00	1,000.00		
11/01/2014	INV #83. Due 11/01/2014.	500.00	1,500.00		
11/12/2014	PMT Sept 14	-500.00	1,000.00		
12/01/2014	INV #84. Due 12/01/2014.	500.00	1,500.00		
12/10/2014	PMT	-1,000.00	500.00		
01/01/2015	INV #85. Due 01/01/2015.	500.00	1,000.00		
01/29/2015	PMT #1374.	-500.00	500.00		
02/01/2015	INV #86. Due 02/01/2015.	500.00	1,000.00		
03/01/2015	INV #87. Due 03/01/2015.	500.00	1,500.00		
04/01/2015	INV #88. Due 04/01/2015.	500.00	2,000.00		
05/01/2015	INV #89. Due 05/01/2015.	500.00	2,500.00		
06/01/2015	INV #90. Due 06/01/2015.	500.00	3,000.00		
07/01/2015	INV #91. Due 07/01/2015.	500.00	3,500.00		
07/09/2015	PMT #1199.	-1,000.00	2,500.00		
08/01/2015	INV #92. Due 08/01/2015.	500.00	3,000.00		
09/01/2015	INV #93. Due 09/01/2015.	500.00	3,500.00		
09/16/2015	PMT #1212.	-500.00	3,000.00		
10/01/2015	INV #98. Due 10/01/2015.	500.00	3,500.00		
11/01/2015	INV #99. Due 11/01/2015.	500.00	4,000.00		
12/01/2015	INV #135. Due 12/01/2015.	500.00	4,500.00		
01/01/2016	INV #136. Due 01/01/2016.	500.00	5,000.00		
02/01/2016	INV #137. Due 02/01/2016.	500.00	5,500.00		
03/01/2016	INV #138. Due 03/01/2016.	500.00	6,000.00		
04/01/2016	INV #139. Due 04/01/2016.	500.00	6,500.00		
04/06/2016	PMT #1236. Oct. & Nov. 2015? 2015?	-1,000.00	5,500.00		
04/13/2016	GENJRNL #136. Check No. 1236 NSF	1,000.00	6,500.00		
04/13/2016	INV #168. Due 08/03/2016.	50.00	6,550.00		
05/01/2016	INV #140. Due 05/01/2016.	500.00	7,050.00		
06/01/2016	INV #145. Due 06/01/2016.	500.00	7,550.00		
07/01/2016	INV #150. Due 07/01/2016.	500.00	8,050.00		
08/01/2016	INV #167. Due 08/01/2016.	500.00	8,550.00		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
0.00	500.00	500.00	500.00	2,000.00	\$3,500.00



---

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

---

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**GUAM ANCESTRAL LANDS COMMISSION**  
**And The**  
**GUAM ENVIRONMENTAL PROTECTION AGENCY**

---

1           This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into on the date  
2 indicated below between the **GUAM ANCESTRAL LANDS COMMISSION (GALC)**  
3 whose address is P.O. Box 2950 Hagatna, Guam 96932, and the **GUAM**  
4 **ENVIRONMENTAL PROTECTION AGENCY (GEPA)**, Government of Guam, whose  
5 address is P.O. Box 22439, Barrigada, Guam 96921.  
6

7           **WHEREAS**, the GEPA has been occupying and utilizing, from the GALC a portion  
8 of Lot No. 2276 consisting of building number 15-6101, including an adjacent all concrete  
9 utility building, parking lot and common area consisting of approximately  $\pm 8,000$  sq. ft.,  
10 Tiyan, Guam; and  
11

12           **WHEREAS**, GEPA wishes to enter into a Memorandum of Understanding (MOU)  
13 with the GALC for the continued use of this property;

1  
2           **NOW THEREFORE**, it is agreed as follows:  
3

4 **I. Authorization to use property; Description of property.** The GALC hereby  
5 authorizes the GEPA to occupy and use, subject to all of the terms and conditions of  
6 this MOU, the following described real property (Property):

7           **A portion of Lot No. 2276 consisting of building number 15-6101,**  
8           **including an adjacent all concrete utility building, parking lot, and**  
9           **common area consisting of approximately ±8,000 sq. ft., Tiyan,**  
10           **Guam, as delineated in Exhibit "A" attached and made a part**  
11           **hereof.**

12  
13 **II. Terms.** Except as otherwise provided herein, the term of this MOU shall be renewable  
14 annually for a period not to exceed ten (10) years commencing on January 1, 2015  
15 and ending at December 31, 2025 (Termination Date).  
16

17 **III. Option to extend.** Upon mutual consent of the GALC, the GEPA may extend the  
18 term of this MOU upon the same terms, covenants, and conditions as herein contained.  
19 In order to exercise said option to extend, the GEPA shall deliver to the GALC written  
20 notice of its intent to extend the term no later than sixty (60) days before the end of  
21 the MOU.  
22

23 **IV. Limitation to described purpose.** The Property may be occupied and used by the  
24 GEPA solely for the activities proposed by the GEPA and continuing until this MOU is  
25 terminated as provided herein. In no event shall the GEPA begin any required licensed  
26 activity without obtaining all requisite authorization and permits from the appropriate  
27 Government of Guam or Federal agency or authority.  
28

29 **V. Compensation.**

30           1. The GALC and the GEPA expressly acknowledge that compensation for  
31 this MOU shall be **\$1.05** per square foot. The monthly compensation of  
32 **\$8,400** is payable on the beginning term of the license as stated in  
33 Paragraph I and monthly thereafter. Compensation is inclusive of all  
34 common area structures within **Exhibit A**.

35           2. Upon annual renewal of this MOU, the monthly compensation during the  
36 renewal annual term shall be equal to the fair market value of the Property.  
37 Determination of fair market value shall be based on a then current  
38 appraisal, or other reasonable method as acceptable by the GALC, of the  
39 Property paid for by the GEPA.

1           3. If the GEPA exercises its option to extend the term of the MOU beyond the  
2           Termination Date, the monthly compensation during the extended term  
3           shall be equal to the fair market value, or other determined value as  
4           acceptable to the GALC, of the Property to be assessed during the annual  
5           renewal. Determination of fair market value shall be based on a then current  
6           appraisal of the Property paid for by the GEPA.  
7

8   **VI. Payments.** All payments due to GALC from GEPA shall be made payable to the  
9    Guam Ancestral Lands Commission and remitted to the GALC.  
10

11 **VII. Termination.** This MOU may be terminated by either party on ninety (90) days  
12 written notice prior to the Termination Date. Upon termination by written notice, the  
13 provisions of this MOU shall be terminated.  
14

15 **VIII. Utilities and maintenance.** Any and all utilities and maintenance of the Property  
16 described herein shall be borne and paid for by the GEPA.  
17

18  
19 **IX. No interest in real property.** The GEPA expressly acknowledges and agrees  
20 that it does not and shall not claim at any time any interest or estate of any kind or  
21 extend whatsoever in the above described Property of the GALC by virtue of the  
22 rights granted under this MOU or occupancy or use granted herein.  
23

24 **X. Assignment of rights.** The rights of the GEPA under this MOU are personal to  
25 the GEPA and may not be transferred nor assigned to any other person, firm,  
26 corporation, or other entity.  
27

28 **XI. Indemnification of licensor.** In consideration of the privilege granted by this  
29 MOU, the GEPA shall not claim any cost, claims, or damages arising in or on the  
30 Property described above regardless of the fault or negligence of the GALC while  
31 being used by the GEPA and the GEPA's officers, employees, members, guests,  
32 clients, or invitees, and the GEPA shall indemnify the GALC from any and all costs,  
33 losses, claims, or damages of any kind or nature arising in connection with the use  
34 of the real property described above by the GEPA and the GEPA officers,  
35 employees, members, guests, clients, or invitees.  
36

37 **XII. No warranty.** The GALC does not warrant or represent that the Property  
38 described above is suitable for the purpose for which it is permitted to be used, nor

1 that the GEPA is specifically entitled to the issuance of any permits necessary to  
2 carry out any activity on said Property.

3  
4 **XIII. Entire Agreement.** This MOU shall constitute the entire agreement between the  
5 parties and any prior understanding or representation of any kind preceding the  
6 date of this MOU shall not be binding upon either party except to the extent  
7 incorporated in this MOU.

8  
9 **XIV. Modification of agreement.** Any modification of this MOU or additional obligation  
10 shall be binding only if evidenced in writing and signed by each party or an  
11 authorized representative of each party.

12  
13 **XV. Governing law.** It is agreed that this MOU shall be governed by, constructed, and  
14 enforced in accordance with the laws of Guam.

15  
16 **XVI. No waiver.** This failure of either party to this MOU to insist upon the performance  
17 of any of the terms and conditions of this MOU, or the waiver of any breach of any  
18 of the terms and conditions of this MOU, shall not be construed as thereafter  
19 waiving any such terms and conditions, but the same continue and remain in full  
20 force and effect as if no such forbearance or waiver had occurred.

21  
22 **XVII. Binding effect.** This MOU shall bind and inure to the benefit of any respective  
23 successors of the parties.

24  
25 **XVIII. Notices.** Any notice provided for or concerning this MOU shall be in writing and  
26 shall be deemed sufficiently given when sent by email, certified or registered mail  
27 to the respective address of each party as set forth at the beginning of this MOU.

28  
29 **XIX. Removal of improvements upon termination.** Upon termination, the GEPA at  
30 the GEPA sole expense shall remove all improvements constructed or erected on  
31 the Property described herein, unless the GALC approves for the improvements  
32 to remain on the Property.

33  
34 **XX. Public liability and property damage insurance.** The GEPA will procure, at its  
35 own cost and expense and keep in force during said term for the mutual benefit of  
36 the GALC and the GEPA, a policy of comprehensive liability insurance in such form  
37 and such insurance company as the GALC shall approve. Said policies or copies  
38 thereof must be deposited with the GALC and must cover the Property, including  
39 entrances to the Property and sidewalks and parking areas adjacent to the

1 Property. The GALC may review the foregoing limits of coverage and require  
2 increases therein. Said policy or policies shall also contain a clause stating that the  
3 insurer will not cancel or change insurance coverage without first giving the GALC  
4 and the GEPA thirty (30) days prior written notice of such change or cancellation.  
5

6 **XXI. Pre-existing conditions and release of liability.** Parties recognize there may be  
7 known or unknown pre-existing conditions of the Property described herein, and  
8 agree to hold each other harmless from any liability arising out of such conditions.  
9

10 **XXII. Superseding clause.** This MOU shall supersede all previous licenses and MOUs  
11 between the GALC and the GEPA for the Property.  
12

13 **XXIII. Notices.** Unless during the term of this MOU a party notifies the other party in  
14 writing of a change or other address to be used, any legal notices shall be sent by  
15 certified mail or by personal delivery, with receipt verified, to the parties at the  
16 following addresses:  
17

18 **GUAM ENVIRONMENTAL PROTECTION AGENCY**

19 **Attn:** Administrator  
20 **Mailing Address** P.O. Box 22439  
21 Barrigada, Guam 96921  
22

23 **Physical Address** 16-6101 Mariner Avenue  
24 Tiyan, Guam 96913  
25

26 **GUAM ANCESTRAL LANDS COMMISSION**

27 **Attn:** Chairman  
28 **Mailing Address** P.O. Box 2950  
29 Hagatna, Guam 96932  
30

31 **Physical Address** 590 North Marine Corps Drive, Suite 733  
32 Tamuning, Guam 96913  
33

34  
35 \* \* \* \* \*

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

3  
4  
5  
6 \_\_\_\_\_  
7 **ANTHONY ADA**  
8 Chairperson  
9 Guam Ancestral Lands Commission

\_\_\_\_\_ **WALTER LEON GUERRERO**  
Administrator  
Guam Environmental Protection Agency

10  
11 Date: \_\_\_\_\_

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

12  
13  
14  
15 \_\_\_\_\_  
16 **MARIA G. CRUZ**, Secretary Treasurer  
17 Guam Ancestral Lands Commission

18  
19 Date: \_\_\_\_\_

20  
21  
22 **CERTIFIED FUNDS AVAILABLE:**

**APPROVED:**

23  
24  
25 \_\_\_\_\_  
26 **XXXX X. XXXX**  
27 Administrative Services Officer  
28 Guam Environmental Protection Agency

\_\_\_\_\_ **JOSE S. CALVO**, Director  
Bureau of Budget & Management  
Research

29  
30  
31 Date: \_\_\_\_\_

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

32

A/C:	
AMOUNT:	
VENDOR NO:	
DOCUMENT NO:	

33  
34 **APPROVED AS TO FORM:**

**APPROVED**

35  
36  
37 \_\_\_\_\_  
38 **ELIZABETH BARRETT- ANDERSON**  
39 Attorney General of Guam

\_\_\_\_\_ **EDWARD J.B. CALVO**  
Governor of Guam

40  
41 Date: \_\_\_\_\_

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





---

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

---

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**GUAM ANCESTRAL LANDS COMMISSION**  
**And The**  
**DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES**

---

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

8  
9           **WHEREAS**, DPHSS-WIC has been occupying and utilizing, from the GALC a  
10 portion of Lot No. 2276 consisting of building number 15-6100, including an adjacent all  
11 concrete utility building, parking lot and common area consisting of approximately  
12 ±8,000 sq. ft., Tiyan, Guam; and

13  
14           **WHEREAS**, DPHSS-WIC wishes to enter into a Memorandum of Understanding  
15 (MOU) with the GALC for the continued use of this property;

1  
2           **NOW THEREFORE**, it is agreed as follows:  
3

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

7           **A portion of Lot No. 2276 consisting of building number 15-6100,**  
8           **including an adjacent all concrete utility building, parking lot,**  
9           **and common area consisting of approximately ±8,000 sq. ft.,**  
10           **Tiyan, Guam, as delineated in Exhibit "A" attached and made a**  
11           **part hereof.**  
12

13 **II. Terms.** Except as otherwise provided herein, the term of this MOU shall be  
14 renewable annually for a period not to exceed ten (10) years commencing on  
15 January 1, 2015 and ending at December 31, 2025 (Termination Date).  
16

17 **III. Option to extend.** Upon mutual consent of the GALC, the DPHSS-WIC may extend  
18 the term of this MOU upon the same terms, covenants, and conditions as herein  
19 contained. In order to exercise said option to extend, the DPHSS-WIC shall deliver  
20 to the GALC written notice of its intent to extend the term no later than sixty (60)  
21 days before the end of the MOU.  
22

23 **IV. Limitation to described purpose.** The Property may be occupied and used by the  
24 DPHSS-WIC solely for the activities proposed by the DPHSS-WIC and continuing  
25 until this MOU is terminated as provided herein. In no event shall the DPHSS-WIC  
26 begin any required licensed activity without obtaining all requisite authorization and  
27 permits from the appropriate Government of Guam or Federal agency or authority.  
28

29 **V. Compensation.**

30           1. The GALC and the DPHSS-WIC expressly acknowledge that  
31 compensation for this MOU shall be **\$1.05** per square foot. The monthly  
32 compensation of **\$8,400** is payable on the beginning term of the license as  
33 stated in Paragraph I and monthly thereafter. Compensation is inclusive of  
34 all common area structures within **Exhibit A.**

35           2. Upon annual renewal of this MOU, the monthly compensation during the  
36 renewal annual term shall be equal to the fair market value of the Property.  
37 Determination of fair market value shall be based on a then current  
38 appraisal, or other reasonable method as acceptable by the GALC, of the  
39 Property paid for by the DPHSS-WIC.

1  
2 3. If the DPHSS-WIC exercises its option to extend the term of the MOU  
3 beyond the Termination Date, the monthly compensation during the  
4 extended term shall be equal to the fair market value, or other determined  
5 value as acceptable to the GALC, of the Property to be assessed during  
6 the annual renewal. Determination of fair market value shall be based on a  
7 then current appraisal of the Property paid for by the DPHSS-WIC.  
8

9 **VI. Payments.** All payments due to GALC from DPHSS-WIC shall be made payable  
10 to the **Guam Ancestral Lands Commission** and remitted to the GALC.  
11

12 **VII. Termination.** This MOU may be terminated by either party on ninety (90) days  
13 written notice prior to the Termination Date. Upon termination by written notice,  
14 the provisions of this MOU shall be terminated.  
15

16 **VIII. Utilities and maintenance.** Any and all utilities and maintenance of the Property  
17 described herein shall be borne and paid for by the DPHSS-WIC.  
18

19 **IX. No interest in real property.** The DPHSS-WIC expressly acknowledges and  
20 agrees that it does not and shall not claim at any time any interest or estate of  
21 any kind or extend whatsoever in the above described Property of the GALC by  
22 virtue of the rights granted under this MOU or occupancy or use granted herein.  
23

24 **X. Assignment of rights.** The rights of the DPHSS-WIC under this MOU are  
25 personal to the DPHSS-WIC and may not be transferred nor assigned to any  
26 other person, firm, corporation, or other entity.  
27

28 **XI. Indemnification of licensor.** In consideration of the privilege granted by this  
29 MOU, the DPHSS-WIC shall not claim any cost, claims, or damages arising in or  
30 on the Property described above regardless of the fault or negligence of the  
31 GALC while being used by the DPHSS-WIC and the DPHSS-WIC's officers,  
32 employees, members, guests, clients, or invitees, and the DPHSS-WIC shall  
33 indemnify the GALC from any and all costs, losses, claims, or damages of any  
34 kind or nature arising in connection with the use of the real property described  
35 above by the DPHSS-WIC and DPHSS-WIC's officers, employees, members,  
36 guests, clients, or invitees.  
37

38 **XII. No warranty.** The GALC does not warrant or represent that the Property  
39 described above is suitable for the purpose for which it is permitted to be used,

1 nor that the DPHSS-WIC is specifically entitled to the issuance of any permits  
2 necessary to carry out any activity on said Property.  
3

4 **XIII. Entire Agreement.** This MOU shall constitute the entire agreement between the  
5 parties and any prior understanding or representation of any kind preceding the  
6 date of this MOU shall not be binding upon either party except to the extent  
7 incorporated in this MOU.  
8

9 **XIV. Modification of agreement.** Any modification of this MOU or additional  
10 obligation shall be binding only if evidenced in writing and signed by each party  
11 or an authorized representative of each party.  
12

13 **XV. Governing law.** It is agreed that this MOU shall be governed by, constructed,  
14 and enforced in accordance with the laws of Guam.  
15

16 **XVI. No waiver.** This failure of either party to this MOU to insist upon the  
17 performance of any of the terms and conditions of this MOU, or the waiver of any  
18 breach of any of the terms and conditions of this MOU, shall not be construed as  
19 thereafter waiving any such terms and conditions, but the same continue and  
20 remain in full force and effect as if no such forbearance or waiver had occurred.  
21

22 **XVII. Binding effect.** This MOU shall bind and inure to the benefit of any respective  
23 successors of the parties.  
24

25 **XVIII. Notices.** Any notice provided for or concerning this MOU shall be in writing and  
26 shall be deemed sufficiently given when sent by email, certified or registered mail  
27 to the respective address of each party as set forth at the beginning of this MOU.  
28

29 **XIX. Removal of improvements upon termination.** Upon termination, the DPHSS-  
30 WIC at the DPHSS-WIC sole expense shall remove all improvements  
31 constructed or erected on the Property described herein, unless the GALC  
32 approves for the improvements to remain on the Property.  
33

34 **XX. Public liability and property damage insurance.** The DPHSS-WIC will  
35 procure, at its own cost and expense and keep in force during said term for the  
36 mutual benefit of the GALC and the DPHSS-WIC, a policy of comprehensive  
37 liability insurance in such form and such insurance company as the GALC shall  
38 approve. Said policies or copies thereof must be deposited with the GALC and  
39 must cover the Property, including entrances to the Property and sidewalks and

1 parking areas adjacent to the Property. The GALC may review the foregoing  
2 limits of coverage and require increases therein. Said policy or policies shall also  
3 contain a clause stating that the insurer will not cancel or change insurance  
4 coverage without first giving the GALC and the DPHSS-WIC thirty (30) days prior  
5 written notice of such change or cancellation.  
6

7 **XXI. Pre-existing conditions and release of liability.** Parties recognize there may  
8 be known or unknown pre-existing conditions of the Property described herein,  
9 and agree to hold each other harmless from any liability arising out of such  
10 conditions.  
11

12 **XXII. Superseding clause.** This MOU shall supersede all previous licenses and  
13 MOUs between the GALC and the DPHSS-WIC for the Property.  
14

15 **XXIII. Notices.** Unless during the term of this MOU a party notifies the other party in  
16 writing of a change or other address to be used, any legal notices shall be sent  
17 by certified mail or by personal delivery, with receipt verified, to the parties at the  
18 following addresses:  
19

20 **DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES**

21 **Attn:** Director  
22 **Mailing Address** 123 Chalan Kareta Route 10  
23 Mangilao, Guam 96913  
24

25 **Physical Address** 123 Chalan Kareta Route 10  
26 Mangilao, Guam 96913  
27

28 **GUAM ANCESTRAL LANDS COMMISSION**

29 **Attn:** Chairman  
30 **Mailing Address** P.O. Box 2950  
31 Hagatna, Guam 96932  
32

33 **Physical Address** 590 North Marine Corps Drive, Suite 733  
34 Tamuning, Guam 96913  
35

36 \* \* \* \* \*  
37  
38

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

3  
4  
5

6 \_\_\_\_\_  
7 **ANTHONY ADA**  
8 Chairperson  
9 Guam Ancestral Lands Commission

\_\_\_\_\_ **JAMES GILLAN**  
Director, Department of Public Health  
& Social Services

10  
11

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

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

12  
13  
14

15 \_\_\_\_\_  
16 **MARIA G. CRUZ**, Secretary Treasurer  
17 Guam Ancestral Lands Commission

18  
19

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

20  
21

22 **CERTIFIED FUNDS AVAILABLE:**

**APPROVED:**

23  
24  
25

26 \_\_\_\_\_  
27 **XXXX X. XXXX**  
28 Administrative Services Officer  
29 Department of Public Health & Social Services

\_\_\_\_\_ **JOSE S. CALVO**, Director  
Bureau of Budget & Management  
Research

30  
31

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

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

32

A/C:	
AMOUNT:	
VENDOR NO:	
DOCUMENT NO:	

33  
34  
35  
36  
37

**APPROVED AS TO FORM:**

**APPROVED**

38 \_\_\_\_\_  
39 **ELIZABETH BARRETT- ANDERSON**  
40 Attorney General of Guam

\_\_\_\_\_ **EDWARD J.B. CALVO**  
Governor of Guam

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

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

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE GUAM ANCESTRAL LANDS COMMISSION AND THE DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES  
USE OF PROPERTY (JAN 2017)**







# GEDA

## Guam Economic Development Authority

*Aturidad Inadilanton Ikunumihan Guahan*

EDDIE BAZA CALVO  
GOVERNOR OF GUAM  
MAGA'LAHEN GUAHAN  
RAY TENORIO  
LT. GOVERNOR OF GUAM  
1 SEGUNDO NA MAGA'LAHEN GUAHAN  
JAY ROJAS  
ADMINISTRATOR  
ADMINISTRADOT  
MANA SILVA TAIJERON  
DEPUTY ADMINISTRATOR  
SIGUNDO NA ADMINISTRADOT

### MEMORANDUM

Date: January 25, 2017

To: Michael Borja  
Executive Director, Guam Ancestral Lands Commission

From: Mana Silva Taijeron  
Deputy Administrator

Subject: GEDA Progress Report

*Hafa Adai!*

The following is a progress report on GEDA's efforts to manage Land Bank Trust properties as required by Section 1(i) of the MOU between GEDA and GALC Land Bank Trust:

- Apra Harbor Parcel No. 1 (Commissary Junction) – I notice of arrears was sent to KwikSpace to correct an administrative error that occurred in 2013 for the amount of \$688.44. KwikSpace has an annual increment of 1% that wasn't applied in 2013.
- Apra Harbor Reservation F-12 (Polaris Point) –
  - Matson Navigation Company –
  - Matson has indicated that the contractor is waiting for further federal funding to complete this cleanup although the Navy has not given Matson any indication as to when funding will be provided. A follow up email was sent to Matson on January 9, 2017, and GEDA is awaiting a response.
  - Portion of Lot Apra Harbor Reservation F-12, Parcel N14-1, Polaris Point – GEDA is actively searching for a new tenant for property (former Knik, Brand Inc, and Balli Steel) and as such, a Determination of Need (DON) was advertised in the Daily Post on January 5, 2017 pursuant to P.L. 32-40. GEDA has prepared an RFP for the commission to review and approve. Once approved, the Commission shall forward the DON to the Governor for him to transmit to the Legislature. Once the DON is transmitted GEDA will start the RFP process.
  - Balli Steel Guam (BSG) – To date, BSG still has a remaining balance of rents owed to the Commission in the amount of \$49,478.39 (including applicable penalties) for the period May 2012 to July 2013. Despite any further action to be taken against BSG, the property is available for lease should the Commission so desire. Our office has made attempts to identify whether BSG is still operating on island. The Department of Revenue and Taxation has indicated that BSG does not have an active business license. In consultation with our Legal



Counsel, even if a law suit were pursued, there would be nothing left to collect from a non-existing corporation with no assets.

- Brand Inc. – It is GEDA’s understanding that a portion of the property has been licensed directly between GALC to TransSteel. Our office has made attempts to contact Brand Inc. in efforts to collect arrears owned to GALC however, the Department of Revenue and Taxation has indicated that Brand Inc. does not have an active business license. Our office has been in contact with a former representative, Mr. Roberto Cruz, of Brand Inc., and they expressed their hardship and GEDA asserted the necessity to pay for arrears. The representative stated that they will make a payment by the end of this year. GEDA has again asserted the necessity to pay for arrears.
- N5D Mangilao (Route 15) – Issuance of a new RFP for the N5D 72-acre parcel is on hold until resolution is reached on the legal dispute between the GALC and WSTCO Quality Feed and Supply. GALC Legal Counsel indicated they are still in court for this matter. Any further action is still pending clarification with the AG.
- Wettengel Junction – Northern Market LLC’s rental abatement has ended on December 31, 2016. Northern Market LLC was sent an invoice on January 1, 2017.
- License Agreements for Tiyan Properties
  - DPHSS WIC Program – GEDA has received notice that GEDA will no longer manage this license and will be managed by GALC. GEDA will continue to manage this property until the MOU between DPHSS-WIC and GALC is finalized
  - Guam Environmental Protection Agency (GEPA) –GEDA has received notice that GEDA will no longer manage this license and will be managed by GALC. GEDA will continue to manage this property until the MOU between GEPA and GALC is finalized.

Should you have any questions, please contact Tony Arriola or Dong Choe at 647-4332. *Si Yu’os Ma’ase’* for your continued support in generating revenues for the beneficiaries of the Trust.

*Senseramente,*



Mana Silva Taijeron  
Deputy Administrator

**GUAM ECONOMIC DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSALS NO. 17-002  
FOR LEASE AND DEVELOPMENT OF LAND BANK TRUST PROPERTY: POLARIS POINT**

**RFP Issue Date: 1/27/2017**

**Number of Pages: 32**

**Proposal Due Date and Time:  
3/1/2017  
4:00 p.m., Chamorro Standard Time**

**ISSUING AGENCY INFORMATION**

Guam Economic Development Authority  
Jay Rojas, Administrator  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913  
Phone: (671) 647-4332  
Fax: (671) 649-4146  
Website: <http://www.investguam.com>

**Single Point of Contact:**  
Ms. Gloria Molo  
Guam Economic Development Authority  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913  
Email: [gmolo@investguam.com](mailto:gmolo@investguam.com)  
Phone: (671) 647-4332

**INSTRUCTIONS TO OFFERORS**

**Return Proposal to:**  
Gloria Molo  
Guam Economic Development Authority  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913

**Mark Face of Envelope/Package:**  
RFP Number: RFP 17-002  
RFP Title: For Lease and Development of Land Bank  
Trust Property: Polaris Point  
Proposal Due Date: 3/1/2017, 2017 4:00 p.m.  
(Chamorro Standard Time)

**OFFERORS MUST COMPLETE THE FOLLOWING**

**Offeror Name/Point of Contact/Address:**

**Authorized Offeror Signatory:**

**(Please print name and sign in ink)**

**Offeror Phone Number:**

**Offeror FAX Number:**

**Offeror Federal I.D. Number:**

**Offeror E-mail Address:**

**OFFERORS MUST RETURN THIS COVER SHEET WITH THEIR PROPOSALS**

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## OFFEROR'S CHECKLIST

This checklist is provided for assistance only and should not be submitted with Offeror's proposal.

### The 10 Most Critical Things to Keep in Mind When Responding to this RFP

1. \_\_\_\_\_ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; Schedule of Events; form of proposals; development agreement requirements (i.e., development agreement performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the procurement administrator's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify GEDA/GALC of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ **Take advantage of the "question and answer" period.** Submit your questions to the procurement administrator by the due date listed in the Schedule of Events and review the answers given, which will be in the form of an addendum to the RFP.
5. \_\_\_\_\_ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume GEDA/GALC will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with GEDA/GALC. The proposals are evaluated based solely on the information and materials provided in your proposal.
7. \_\_\_\_\_ **Use the forms provided**, i.e., cover page, Non-collusion Affidavit form, etc.
8. \_\_\_\_\_ **Check GEDA's website for RFP addenda.** Before submitting your proposal, check GEDA's website at <http://www.investguam.com> to see whether any addenda were issued for the RFP. If so, you must submit a signed copy of the addendum for each addendum issued along with your proposal.
9. \_\_\_\_\_ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are *never* accepted.

**SECTION 1: SCHEDULE OF EVENTS**

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
<b>RFP Issue Date</b>	1/27/2017
<b>Deadline for Receipt of Written Questions</b>	2/16/2017 4:00 p.m. (Chamorro Standard Time)
<b>Issuance of Answers to Written Questions</b>	2/20/2017
<b>Pre-proposal Conference</b>	None scheduled at this time.
<b>Proposal Due Date</b>	3/1/2017 4:00 p.m. (Chamorro Standard Time)
<b>Anticipated Discussions with Offerors</b>	3/8/2017 (subject to change)
<b>Anticipated Lease Execution</b>	5/5/2017 (subject to change)

## SECTION 2: LEASE OVERVIEW AND INSTRUCTIONS

### 2.0 LEASE OVERVIEW

The Guam Ancestral Lands Commission (hereinafter referred to as "GALC") and the Guam Economic Development Authority (hereinafter referred to as "GEDA") as property manager for GALC Land Bank Trust are issuing this Request for Proposals ("RFP") for the lease and development of Land Bank Trust property in order to generate revenues for the GALC pursuant to Public Law 25-45 for the lease availability of Lot Apra Harbor Reservation F-12-1, portion of F-12-2, and F-12-3, also referred to as Parcel N14-1, Polaris Point, Piti, Guam consisting of approximately 13 combined acres or 52,609 ± square meters (The Property). The Property is located off Route 1, along Polaris Point road that leads to the Navy's Submarine Retrofit Facility. The GALC intends to negotiate a lease agreement for the Property that allows a prospective developer to implement its proposed and approved development plans. The Property has potential for commercial and/or industrial use as it is located across the Jose D. Leon Guerrero Commercial Port of Guam as well as being adjacent to Matson Navigation's container yard. GALC and GEDA intend to negotiate a lease agreement for the Property that allows a prospective lessee to utilize the Property for land uses consistent with the M-1 Light Industrial Zone designation. If required, the offeror will be allowed to pledge the leasehold interest in the property to secure development financing. A more complete description of this project is provided in Section 4, Scope of Project.

### 2.1 REQUEST FOR PROPOSAL

**2.1.1. Availability.** This RFP is available for public inspection and download from the GEDA website at [www.investguam.com](http://www.investguam.com). A CD copy of the RFP may also be picked up at the GEDA office located on the 5<sup>th</sup> floor of the ITC Building 590 South Marine Corps Drive, Tamuning, Guam 96913, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. Offerors MUST complete, and submit to GEDA, the ACKNOWLEDGEMENT OF RECEIPT FORM set forth in the **Attachment C** of this RFP in order to receive addenda, responses or other related notices. Failure by prospective offerors to submit the Acknowledgement of Receipt Form to GEDA may result in the prospective offeror not receiving notices from GEDA regarding this RFP, including addenda, point deductions during the proposal evaluation process, or proposals may be deemed non-responsive.

**2.1.2. Amendments.** GEDA/GALC reserves all rights to revise or amend this RFP prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or addendum to this RFP and shall be identified as such. Any amendment(s) shall refer to the portions of the RFP it amends. Amendments and addenda shall be sent to all prospective offerors who have completed and submitted the Acknowledgement of Receipt Form to GEDA and shall also be made available on GEDA's website. All prospective offerors who have completed and submitted the Acknowledgement of Receipt Form to GEDA must acknowledge receipt of all amendments or addenda issued.

### 2.2 RESERVED

### 2.3 PRE-PROPOSAL QUESTIONS AND CONFERENCE

**2.3.1 Pre-Proposal Questions.** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address their questions in writing via e-mail to the Administrative Services Officer referenced above on or before the deadline set forth in the Schedule of Events. Each question must

provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline may not be considered.

**2.3.2 GEDA Answers.** GEDA will provide an official written answer by the date set forth in the Schedule of Events to all questions received by the stated due date. GEDA's response will be by written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the GEDA/GALC. Any written addendum will be forwarded to all entities or individuals who have picked-up an RFP and have completed and submitted an Acknowledgement of Receipt Form by the close of business on the date of issuance of GEDA's answers. Offerors must sign and return any and all addenda with their proposals.

**2.3.3 Pre-proposal Conferences.** Pre-proposal conferences may be permitted any time prior to the deadline for submission of proposals. The conferences will be conducted only to explain the procurement requirements for this Request for Proposal. Notice of any pre-proposal conference will be provided to all entities or individuals who have picked-up an RFP and completed and submitted an Acknowledgement of Receipt Form. GEDA will notify all registered offerors in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference.

## **2.4 PROPOSALS**

**2.4.1. General.** Proposals must be in writing, signed in ink, and prepared as described in **Section 6**. Offerors must clearly mark one proposal as "ORIGINAL" and provide three (3) copies and one (1) Disc. The original and copies must be placed in a sealed envelope clearly labeled with the RFP Number, RFP Title, and Proposal Due Date. The original should be unbound and each hard copy must be separately bound. Erasures or other changes in a proposal must be explained or noted over the signature of the offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by GEDA/GALC as being non-compliant.

**2.4.2. Multiple Proposals.** Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

**2.4.3. Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

**2.4.4. No Late Proposals.** Proposals must be received at the receptionist's desk of GEDA by the Proposal Due Date set forth in the Schedule of Events. Email or facsimile proposals will not be accepted. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

**2.4.5. GEDA/GALC Not Responsible for Preparation Costs.** The costs for developing and delivering proposals in response to this RFP and any subsequent presentations of the proposal as requested by GEDA/GALC shall be at the sole cost and expense of the offeror. GEDA/GALC is not liable for any expense incurred by the offeror in the preparation, delivery, and/or presentation of its proposal or any other costs incurred by the offeror.

**2.4.6. All Timely Submitted Materials Become GEDA/GALC Property.** All materials submitted in response to this RFP become the property of GEDA/GALC and shall be appended to any formal

documentation, which would further define or expand any contractual/development agreement relationship between GEDA/GALC and offeror resulting from this RFP process.

**2.4.7. Rejection of Proposals.** Any proposal submitted in response to this RFP may be rejected in whole or in part when it is in the best interests of GEDA/GALC or the government of Guam in accordance with Guam Procurement Regulations § 3115(e).

## **2.5 DISCUSSIONS AND EVALUATION**

**2.5.1. Evaluation Committee.** Upon opening the proposals received in response to this RFP, the Administrator, Acting or Deputy Administrator of GEDA will establish an evaluation committee, as approved by the GALC, to hold any necessary discussions with offerors and to review and evaluate all timely proposals received.

**2.5.2. Discussions.** In accordance with the Guam Procurement Regulations, the evaluation committee may conduct discussions with any offeror. The purposes of such discussions shall be to (1) determine in greater detail the offeror's qualifications; and (2) explore with the offeror the scope and nature of the proposal, the offeror's proposed method of performance, and the relative utility of alternative methods of approach. The discussion(s) may be video or tape-recorded. At least one key offeror representative must be present for such discussion(s). In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

**2.5.3. Evaluation of Proposals.** The evaluation committee will review and score written proposals based on the Evaluation Criteria identified in Section 5. The evaluation team may utilize other sources for technical assistance and guidance.

**2.5.4. Selection of the Best Qualified Offerors and Award.** After completion of Discussion and Evaluation of Proposals phases, the evaluation committee shall select, in the order of their respective qualification ranking, no fewer than three (3) offerors (or such lesser number if less than three (3) acceptable proposals were submitted) deemed to be the best qualified. The procurement administrator will review the ranking to ensure its compliance with the RFP process and evaluation criteria before presenting the evaluation committee's ranking to the Administrator for approval. Once approved, GEDA/GALC shall negotiate with the best qualified offeror for a sublease agreement at compensation determined in writing to be fair and reasonable. If compensation, sublease agreement requirements, and development agreement documents are agreed upon with the best qualified offeror, a recommendation will be made to the GALC for award to that offeror. If negotiations fail with the best qualified offeror, GEDA/GALC may enter into negotiations with the next qualified offeror, and so on, as provided in the Guam Procurement Regulations.

## **2.6 LEASE AGREEMENT**

**2.6.1. Lease Agreement.** A Lease Agreement will be entered into between the offeror selected and GALC.

**2.6.2. Term of Lease Agreement.** To allow prospective developers to invest in the Property and recover investments, GALC proposes to allow lessee to lease the property for a term of up to fifty (50) years with one or more options to extend the term for an additional Forty-Nine (49) years. Such term will be subject to negotiations, with final approval by the Guam Legislature pursuant to Public Law 32-40, based primarily

upon the amount of time required by the lessee to recover its investment, satisfy financing requirements and profit from investments.

### 2.6.3 Reserved.

## 2.7 REQUIRED AFFIDAVITS AND ASSURANCES

Each offeror is required to submit the affidavits and assurances attached as **Attachments A-1 through A-7**. Failure to include said affidavits and assurances shall render a proposal non-responsive.

- Disclosure of major shareholders per 5 G.C.A. § 5233 (Attachment A-1). As a condition of this RFP, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.
- Certification of Independent Price Determination (Non-Collusion) per 2 GAR § 3126 (Attachment A-2). By submitting an offer, the offeror certifies that the price submitted was independently arrived at without collusion.
- Representation Regarding Gratuities and Kickbacks per 5 G.C.A. § 5630 (Attachment A-3). **Gratuities**. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks**. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a development agreement to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- Prohibition against Contingent Fees per 2 GAR § 11108 (Attachment A-4). It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- Representation regarding Ethical Standards per 2 GAR § 11103 (Attachment A-5). The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- Wage Determination per 5 G.C.A. § 5801 (Attachment A-6). In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. The Wage Determination can be found at the following website: <http://www.wdol.gov/wdol/scafiles/std/05-2147.txt>.
- Benefits Determination per 5 G.C.A. § 5802 (Attachment A-6). In addition to the Wage Determination detailed in 5 G.C.A. Chapter 5, Article 13, any development agreement to which 5 G.C.A. Chapter 5, Article 13 applies shall also contain provisions mandating health and similar benefits for employees covered by 5 G.C.A. Chapter 5, Article 13, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.
- Non-liability Waiver (Attachment A-7). All facts and opinions stated herein and in any additional information provided by GEDA/GALC, its staff or its consultants, including but not limited to surveys, statistical and economic data and projections, site conditions and infrastructure systems, are based on available information and no representation or warranty is made with respect thereto.

## **2.8 PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS**

Pursuant to 5 G.C.A. § 5253,

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

(b) All development agreements for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

**SECTION 3: GENERAL INFORMATION**

**3.0 AUTHORITY**

This RFP is issued under the authority of the Guam Procurement Act and the Guam Procurement Regulations. The request for proposal process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

**3.1 OFFEROR COMPETITION**

GEDA/GALC encourages free and open competition among offerors. Whenever possible, GEDA/GALC will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy GEDA/GALC's need to procure technically sound proposals.

**3.2 SINGLE POINT OF CONTACT**

From the date this RFP is issued until final award, **offerors shall not communicate with any GEDA/GALC, its Board Members or officials regarding this procurement**, except at the direction of Ms. Gloria Molo, Administrative Services Officer and the Procurement Administrator in charge of this solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Ms. Gloria Molo Guam Economic Development Authority ITC Building, Suite 511 590 South Marine Corps Drive Tamuning, Guam 96913 Phone Number: (671) 647-4332 Fax Number: (671) 649-4146 Email: <a href="mailto:gmolo@investguam.com">gmolo@investguam.com</a>	<b>Courtesy Copy:</b> Larry Toves Guam Economic Development Authority ITC Building, Suite 511 590 South Marine Corps Drive Tamuning, Guam 96913 Phone Number: (671) 647-4332 Fax Number: (671) 649-4146 Email: <a href="mailto:ltove@investguam.com">ltove@investguam.com</a>
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**3.3 SUBLESSEES**

The offeror awarded under this RFP shall be the Lessee and shall be responsible, in total, for performance of the Lease. All sub-lessees, if known at the time of proposal submission, must be listed in the proposal. GALC/GEDA reserves the right to approve all sub-lessees. The lessee shall be responsible to GALC/GEDA for the acts and omissions of all sub-lessees or agents and of persons directly or indirectly employed by such sub-lessees, and for the acts and omissions of persons employed directly by the lessee. Further, nothing contained within this document or any lease documents created as a result of any lease awards derived from this RFP shall create any contractual/lease relationship(s) between any sub-lessee and GALC/GEDA.

**3.4 TAXES**

Offerors are cautioned that they are subject to Guam Business Privilege Taxes and Guam Income Taxes. Specific information regarding taxes may be obtained from the Director of Revenue and Taxation.

### **3.5 LICENSING**

Offerors are cautioned that they may be subject to Guam Licensing laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

### **3.6 RECEIPT/OPENING OF PROPOSALS**

Proposals shall not be opened publicly and shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure location until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals may be opened to public inspection only after award of the development agreement.

### **3.7 CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE**

All proposals will initially be classified as either “responsive” or “non-responsive”. Proposals may be found non-responsive any time during the evaluation process or development agreement negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

### **3.8 DETERMINATION OF RESPONSIBILITY**

The procurement administrator will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through development agreement negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed and or emailed to the affected offeror.

### **3.9 COMPLETENESS OF PROPOSALS**

Selection and award will be based on the information contained in the offeror’s proposal. Proposals may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by GEDA/GALC. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

### **3.10 INSURANCE**

The selected offeror shall secure all insurance required by Guam law and may be required to procure other insurance as determined by GEDA/GALC, including, without limitation, workers compensation, automobile liability, comprehensive general liability, professional liability and errors and omissions.

### **3.11 FAILURE TO COMPLY WITH INSTRUCTIONS**

Offerors failing to comply with the instructions set forth in this RFP may be subject to point deductions. GEDA/GALC may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

### **3.12 GEDA/GALC'S RIGHTS RESERVED**

While GEDA/GALC has every intention to award a lease agreement as a result of this RFP, issuance of the RFP in no way constitutes a commitment by GEDA/GALC to award and execute a lease agreement. Upon a determination such actions would be in its best interest, GEDA/GALC, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Waive any minor informalities in proposals received, or have them corrected by the offeror in accordance with applicable regulations;
- Not award if it is in the best interest of GEDA/GALC not to proceed with the lease and/or development agreement execution; or
- If awarded, terminate any lease and/or development agreement if GEDA/GALC determines adequate funds are not available.

### **3.13 NONDISCLOSURE OF DATA**

In accordance with Guam Procurement Regulations § 3114(h) (2), offerors may identify trade secrets and other proprietary data contained in their proposals. If the offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, GEDA/GALC shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, GEDA/GALC shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

### **3.14 DEBARMENT**

The offeror certifies, by submitting its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (development agreement) by any governmental department or agency. If an offeror cannot certify this statement, attach a written explanation for review by GEDA/GALC.

### **3.15 NON-LIABILITY WAIVER**

The information in this RFP is intended to provide general information regarding the development opportunity. This information is not intended or warranted to be a complete statement of potential land/building use issues and/or procedures to which the offeror maybe subject, nor is this information intended to be a complete statement of all of the information the offeror might be required to ultimately submit. All facts and opinions stated herein and in any additional information provided by GEDA/GALC, including but not limited to surveys, statistical and economic data and projections, site conditions and infrastructure systems, are based on

available information and no representation or warranty is made with respect thereto. Each individual or firm submitting a proposal shall execute a Non-Liability Waiver, in the form provided as **Attachment A-7**, with its proposal.

## SECTION 4: SCOPE OF PROJECT

### 4.0 OVERVIEW

The Guam Ancestral Lands Commission (hereinafter referred to as "GALC") and the Guam Economic Development Authority (hereinafter referred to as "GEDA") as property manager for GALC Land Bank Trust are issuing this Request for Proposals ("RFP") for the lease and development of Land Bank Trust property in order to generate revenues for the GALC pursuant to Public Law 25-45 for the lease availability of Lot Apra Harbor Reservation F-12-1, portion of F-12-2, and F-12-3, also referred to as Parcel N14-1, Polaris Point, Piti, Guam consisting of approximately 13 combined acres or 52,609 ± square meters (The Property). The Property is located off Route 1, along Polaris Point road that leads to the Navy's Submarine Retrofit Facility. The GALC intends to negotiate a lease agreement for the Property that allows a prospective developer to implement its proposed and approved development plans. The Property has potential for commercial and or industrial use as it is located across the Jose D. Leon Guerrero Commercial Port of Guam as well as being adjacent to Matson Navigation's container yard. GALC and GEDA intend to negotiate a lease agreement for the Property that allows a prospective lessee to utilize the Property for land uses consistent with the M-1 Light Industrial Zone designation. If required, the offeror will be allowed to pledge the leasehold interest in the property to secure development financing.

To allow prospective developers to invest in the Property and recover investments, GALC proposes to allow a lessee to lease the property for a term of up to fifty (50) years with one or more options to extend the term for an additional Forty-Nine (49) years. Such term will be subject to negotiations, with final approval by the Guam Legislature per Public Law 32-40, based primarily upon the amount of time required by the lessee to recover its investment, satisfy financing requirements and profit from investments.

A description of the property and expectations of the selected developer are presented below.

### 4.1 PROPERTY USE CONSIDERATIONS

**4.1.1 Property Location.** The Property is located along the southern border of Polaris Road, Piti, Guam (See attached Map).

**4.1.2 Previous Land Use.** The Property was formerly utilized by for metal recycling, aggregate storage, and construction equipment and materials storage.

**4.1.3 Current Zoning.** Public Law 30-232 designates Reservation Lot F-12 as Limited Industrial (M1) Zone. If a change to this zoning designation is needed to implement the developer's plans, an explanation of the need for change must be included in the proposal submitted in response to an RFP.

**4.1.4 Mining of Property.** Should aggregate mining be intended by the prospective developer as part of its development plan, GEDA/GALC requires that proposal in response to an RFP discuss how the property will become usable after the developer ceases to use the property for this purpose and discuss royalties that will be paid from the use of the property for this purpose.

**4.1.5 Adjacent Property.** Roads and utilities may traverse the Property, serving other properties in the vicinity. These services shall continue uninterrupted but should relocation be desirable to satisfy development objectives, consultation must first be conducted with affected property owner(s) and GALC

approval must be obtained. If approved, any and all relocation expenses shall be borne by the prospective developer.

#### **4.2 GALC and GEDA COMMITMENTS**

- To support designation of the appropriate zone for the property to accommodate the development plan, to the extent allowable by law.
- To support the developer in satisfying all regulatory, land use, environmental, business, building and other local and federal permitting requirements, to the extent allowable by law.
- To support the developer in presenting and securing approval of the lease agreement to the extent allowable by law.

#### **4.3 OFFER RESPONSIBILITIES**

A lease agreement(s) will be prepared once negotiations with the successful offeror(s) have concluded. Since the lease will require offeror(s) to carry out various responsibilities, including, but not limited to those listed below, proposals must indicate concurrence with paying the costs for and carrying out the major responsibilities listed below:

**4.3.1 Conceptual Plan.** Prepare a conceptual plan for the proposed development, commit to a specific development schedule and secure all necessary development permits. In submitting a proposal in response to an RFP, offerors are required to submit this conceptual plan for the development of the property or portion(s) thereof which shall identify the type of use, the market demand for the goods and/or services to be offered, a rough order of magnitude cost for developing the site and the offeror's ability to finance development and operations including evidence of such financial ability.

**4.3.2. Business Plan.** Create for itself and for GALC, a Business Plan that contains a project pro forma consistent with the conceptual plan covering the period of time required by the offeror(s) for project development and operation.

**4.3.3 Infrastructure.** Plan, implement and fund all infrastructure improvements needed for development plans.

**4.3.4. Management.** Accept management and maintenance responsibility for the Property that preserves the value and revenue generating capacity of the Property.

**4.3.5. Environmental Remediation (As Needed).** Accept responsibility for performance and costs of any environmental remediation required to develop the Property as proposed. Areas with prior environmental issues will be assessed separately and cost to remedy may be shared by landlord and tenant or offset with other mechanisms such as rental abatement.

**4.3.6. Insurance.** Obtain all required property, liability and workmen's compensation insurance, and indemnify GALC and GEDA from any liability arising from the development and use of the Property.

**4.3.7 Survey/Retracement.** Prepare a property boundary survey map of the Property and obtain all required approvals. Survey monuments must be maintained and visible at all times for inspection by GALC/GEDA.

**4.3.8. Fees.** Pay all fees associated with the recording the Lease at the Department of Land Management.

#### **4.4 OFFEROR REQUIREMENTS**

A primary consideration of the GALC and the Government of Guam is the benefits to be derived through the lease and development of this valuable asset. Traditional methods of generating revenue are addressed in subsections 1.4.1 and 1.4.2 below. However, GALC, GEDA and the Government of Guam recognize that significant public benefits can also be derived through public/private partnerships and other mechanisms that, considered as a whole, exceed the benefits derived from a traditional real estate lease transaction. Should other non-traditional methods be proposed by the offeror, these methods will be given serious consideration but offerors must still identify the benefits that would have been derived from a strict real estate lease transaction for comparative purposes. Offerors are required to address the following requirements in their proposals:

**4.4.1. Rent.** Rent will be based upon appraised fair market rental value. Prospective developers are required to identify the amount of ground rent to be paid annually/monthly over the term of the lease, taking into account GALC's objective of generating the highest amount of revenue. Periodic escalations in ground rent will also be required over the term of the lease and therefore, developer proposals must include escalations in their proposals and provide a fair and reasonable method incorporating fair market rental values for establishing ground rent.

**4.4.2. Participation Rent.** Subject to negotiations, GALC may require that the offeror(s) awarded the right to lease the Property pay participation rent which is defined as a negotiated percentage of the gross income from the operations of the business or businesses located on the Property, payable monthly. In line with GALC's objective of generating the highest amount of revenue, proposals submitted in response to this RFP should indicate whether it agrees to payment of participation rent and if so, identify the percentage of gross monthly income from the operations of the business or businesses located on the Property that will be paid as participation rent and provide a projection of monthly/annual participation rent payments. If proposals indicate agreement with payment of participation rent, proposals must also identify the method by which gross monthly income will be accounted for and any escalations in participation rent offered over the term of the lease.

**4.4.3. Alternative Payment Mechanisms.** Alternatives to property rent, subtenant and other rents may be proposed by offerors in their proposals, however, any proposal suggesting such alternatives must demonstrate how GALC's objective of generating the highest amount of revenue is achieved by comparing the suggested alternative to the property rent, subtenant and other payments described above. Alternative payment schedules including rent deferrals may also be proposed but in no event will the total amount of rent be reduced. Interest may also be charged on any deferred rents.

**4.4.4. Security Deposit.** The proposal shall indicate that the developer(s) agrees to pay a non-refundable security deposit upon execution of a lease and the amount of such security deposit.

**4.4.5. Sublessee Use of Property.** Offerors must specify in their proposals whether or not subletting (or any form of third party use) is intended for any or all portions of the property being leased. Should subletting be intended, offerors shall identify the proportion of sublessee rents paid to the lessee to be paid to GALC/GEDA, if any. In addition, participation rent as described above may be required to be paid by sublessees.

**1.4.6. Other Requirements.** To ensure acceptability of the intended lease agreement by the public and the government of Guam, additional requirements may be imposed and/or negotiated that are not specifically identified in this RFP, at the discretion of the Government of Guam. In addition, Public Law 32-40 requires Legislative approval of all leases whose term exceeds five (5) years. Additional requirement(s) may be imposed by the Guam Legislature. By submitting a proposal in response to this RFP, prospective offerors understand and agree that additional requirements may be negotiated by the Executive and/or Legislative Branches of the Government of Guam.

## SECTION 5: EVALUATION CRITERIA

After receipt of all proposals, an evaluation committee will be convened to review and evaluate the proposals according to the following criteria based on a maximum possible value of 1,000 points. In the event of tie scores, proposals will be further evaluated in terms of their potential to grow the economy through the generation of jobs, creation of direct and indirect economic activity in the shortest possible time, utilization of existing businesses without unduly competing against them, and other objectives contained in GEDA's enabling legislation, 12 G.C.A. § 50101 *et seq.*

Offerors are required to address each evaluation criterion listed herein in their proposals. In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance are as follows:

Evaluation Criteria	Value
<p><b><u>Conformance with RFP requirements</u></b></p> <p>Proposals will be awarded a maximum of fifty (50) points for providing all of the information required by this RFP. Proposals that do not provide all of the information required by this RFP could have points deducted under this criterion or the proposals could be deemed non-responsive depending upon the importance of the information, at GEDA/GALC's discretion.</p>	50 points
<p><b><u>Financial ability to develop.</u></b></p> <p>Proposals will be awarded a maximum of two hundred (200) points for providing a comprehensive, detailed description of the offeror's financing plans that provides evidence of commitment to the project from financial institutions or other investors; offeror financial statements that depict the sufficiency of offeror's financial resources to carry out the project; and other evidence that demonstrates sufficiency and availability of financial resources to carry out the project and commitments to allocate such resources to the project.</p>	200 points
<p><b><u>Expertise and experience.</u></b></p> <p>The education, training, and general and specific experience of key personnel to be assigned to plan, implement and manage the development project will be assessed. The references provided by offerors will be assessed. A maximum of one hundred (100) points will be awarded under this criterion.</p>	100 points
<p><b><u>Rent.</u></b></p> <p>Rent payments and rent escalations that are based upon Fair Market Value are described in Section 4 of this RFP. Proposals that offer higher rents and higher and more frequent rent escalations will be given higher point scores. If offered, alternatives to rent as indicated in Section 4.4.3 will be evaluated. A maximum of Two Hundred Twenty Five (225) points will be awarded under this criterion.</p>	225 points
<p><b><u>Participation rent.</u></b></p> <p>Participation rent is described in Section 4 of this RFP. Proposals that offer a percentage of gross monthly income and offer higher and more frequent participation rent escalations will be given higher point scores. If offered, alternatives to participation rent as indicated in Section 4.4.3 will be evaluated. A maximum of Two Hundred Twenty Five (225) points will be awarded under this criterion.</p>	225 points

Evaluation Criteria	Value
<p><b><u>Other payments/terms.</u></b>  Minimum sublessee rent is described in Section 4 of this RFP. Proposals that offer sublessee rent and sublessee participation rent above the minimum threshold of 15% of rent and a percentage of gross annual income and higher and more frequent escalations will be given higher point scores. If offered, alternatives to other payments/terms as indicated in Section 4.4.3 will be evaluated. A maximum of Two Hundred (200) points will be awarded under this criterion.</p>	200 points
<b>MAXIMUM POINTS</b>	<b>1000 points</b>

## SECTION 6: PROPOSAL STRUCTURE

Offerors must organize their proposals into the sections delineated below, with tabs separating each section.

### 1. Introduction.

- a. Cover letter (must be on offeror's letterhead)
  - i. Point of Contact. The individual executing the letter shall be identified by name and position and shall be authorized to bind the offeror contractually.
  - ii. Contact Information. Include the offeror's name, address, telephone and facsimile numbers, and email address. Also include the offeror's principal place of business.
- b. Confirmation Statement. A point-by-point response to all numbered sections, subsections, and attachments to the RFP is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall so indicate in the point-by-point response or utilize a blanket response for the entire section with the following statement:

**“(Offeror's Name)” understands and will comply.**

### 2. Company Overview.

- a. Type of firm. State whether offeror is a corporation, partnership, sole proprietorship, joint venture, etc. Provide the organizational documents for offeror and a certificate of good standing from the state or territory of formation.
- b. Year firm established. Indicate the number of years offeror has been in business under its present business name and the number of full-time personnel employed by offeror in the last twelve (12) months.
- c. Other firm names. Indicate all other names by which offeror has been known and the length of time known by each name.
- d. Participating branch offices. If applicable, state the branch offices that participated in the development of the proposal, will participate in the evaluation phase, and will participate in the conduct of any services provided (office name and address).

### 3. Experience of Offeror.

- a. Primary point of contact. Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the GEDA/GALC and the offeror for all work under the development/lease plan. The manager candidate may be subject to the approval of GEDA/GALC.
  - i. Provide his/her resume and describe his/her qualifications
  - ii. Explain why this person has been selected as the overall project coordinator/manager.

- b. Key personnel. Provide the name(s), education, qualifications, experience, and the role of each key personnel assigned. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management and staff to be assigned to assist in the development/lease plan. At a minimum, if the offeror is an individual, the proposal should include a complete resume of the individual. If the offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspect of the development/lease.
- c. Client list and work. Include a listing of current and former clients and a description of the type of professional/business relationship.
- d. References. Offeror shall provide a minimum of three (3) references, which may include government agencies, with who the offeror, preferably within the last 5 years, has established a professional or business relationship. At a minimum, the offeror shall provide the reference name, location, contact information, and nature of professional or business relationship or dealings. These references may be contacted to verify offeror's ability to perform the conditions of the lease. GEDA/GALC reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the lease. Negative references may be grounds for proposal disqualification.

#### 4. **Project Plans and Rent.**

- a. Management capability. Demonstrate and show that as a business entity, offeror has sufficient management competency and that its personnel have appropriate experience and ability to finance, operate, and maintain the nature and scale of the development proposed.
- b. Work plan. Offeror should provide a description of the work plan and the methods to be used that will convincingly demonstrate to GEDA/GALC what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.
- c. Rent. Identify the amount of rent to be paid annually over the term of the lease, taking into account GEDA/GALC's objective of generating the highest amount of revenue. Periodic escalations in rent will also be required over the term of the lease and therefore, proposals must include escalations and provide a fair and reasonable method for establishing rent escalations during the entire lease term. Fair Market Value (FMV) appraisal(s) will also be required at some point(s) within the lease term. To determine subsequent rental value, GEDA/GALC may use a capitalization rate equal to or in excess of Nine Percent (9%) per year.
- d. Participation rent. In line with the GEDA/GALC's objective of generating the highest amount of revenue, proposals should consider payment of participation rent and identify the percentage of gross monthly income from the operations of the business or businesses located on the Property that will be paid as participation rent and provide a projection of monthly/annual participation rent payments. If offered, Proposals must also identify the method by which gross monthly income will be accounted for and any escalations in participation rent offered over the term of the lease.
- e. Alternative Payment Mechanisms. Alternatives to rent, participation and subtenant rents may be proposed by offerors in their proposals, however, any proposal suggesting such alternatives must demonstrate how GEDA/GALC's objective of generating the highest amount of revenue is achieved by comparing the dollar amount generated by the suggested alternative over the term of

- the lease to the dollar amount of rent, participation and subtenant payments that would have been generated over the term of the lease.
- f. **Security deposit.** The proposal shall indicate that the offeror agrees to pay a non-refundable security deposit equivalent to a negotiable amount of rent upon execution of a lease.
  - g. **Sublessee use of property.** Offerors must specify in their proposals whether or not subletting (or any form of third party use) is intended for any or all portions of the property being leased and their proposed sublessee rent.
5. **Conflicts of Interest.** The proposal shall also indicate any current or historical engagement or relationships with any public or private party that could potentially create a conflict of interest with GEDA/GALC, the Government of Guam or any of its agencies or instrumentalities.
  6. **Qualification to do Business.** The offeror must be certified to do business in Guam concurrent with the execution of the lease agreement. Please certify that offeror will comply with this requirement.
  7. **Affirmative Action.** Include a statement that the offeror has established and implemented an Affirmative Action Plan for equal employment opportunities.
  8. **Required Documentation:**
    - a. Major Shareholders Disclosure Affidavit (Attachment A-1)
    - b. Non-Collusion Affidavit (Attachment A-2)
    - c. Non-Gratuity Affidavit (Attachment A-3)
    - d. Affidavit Regarding Contingent Fees (Attachment A-4)
    - e. Ethical Standards Affidavit (Attachment A-5)
    - f. Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination (Attachment A-6)
    - g. Non-Liability Waiver (A-7)

**ATTACHMENT A-1: AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

- The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- The offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_ *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*::

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a development agreement is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

\_\_\_\_\_  
 Signature of one of the following:  
 Offeror, if the offeror is an individual;  
 Partner, if the offeror is a partnership;  
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
 This \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires: \_\_\_\_\_

**ATTACHMENT A-2: AFFIDAVIT RE NON-COLLUSION**

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn  
deposes and says that:

1. The name of the offering company or individual is [state name of company]

\_\_\_\_\_.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed development agreement. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made in pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_.

**ATTACHMENT A-3: AFFIDAVIT RE NO GRATUITIES OR KICKBACKS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] \_\_\_\_\_. Affiant is \_\_\_\_\_ [state one of the following: the offeror, a partner of the offeror, and officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's offices, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_, \_\_\_\_\_.

**ATTACHMENT A-4: AFFIDAVIT RE CONTINGENT FEES**

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]

\_\_\_\_\_.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this development agreement. This statement is made in pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a development agreement with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_, \_\_\_\_\_.

**ATTACHMENT A-5: AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF \_\_\_\_\_ )  
ISLAND OF GUAM ) ss.

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is \_\_\_\_\_ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractors, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_, \_\_\_\_\_.

**ATTACHMENT A-6: DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

Procurement No.: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

I, \_\_\_\_\_ hereby certify under penalty of perjury:

(1) That I am \_\_\_\_\_ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]

\_\_\_\_\_  
Signature

**ATTACHMENT A-7: NON-LIABILITY WAIVER**

The information in this RFP is intended to provide general information regarding the development opportunity. This information is not intended or warranted to be a complete statement of potential land use issues and/or procedures to which the developer may be subject, nor is this information intended to be a complete statement of all of the information the developer might be required to ultimately submit.

All facts and opinions stated herein and in any additional information provided by GEDA/GALC, its staff or its consultants, including but not limited to surveys, statistical and economic data and projections, site conditions and infrastructure systems, are based on available information and no representation or warranty is made with respect thereto.

This RFP does not commit GEDA/GALC to pay any costs incurred in the preparation of a response. GEDA/GALC reserves the right to accept or reject any proposal in part or in its entirety. GEDA/GALC further reserves the right to request and obtain, from one or more of the offerors who submit proposals, supplementary information as may be necessary for GEDA/GALC, its staff and/or its consultants to analyze the submitted responses to this RFP.

GEDA/GALC reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or other schedules, should GEDA/GALC determine, at its sole and absolute discretion, that such changes are necessary.

A signed Non-Liability Waiver must be submitted with the offeror's proposal in response to this RFP.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

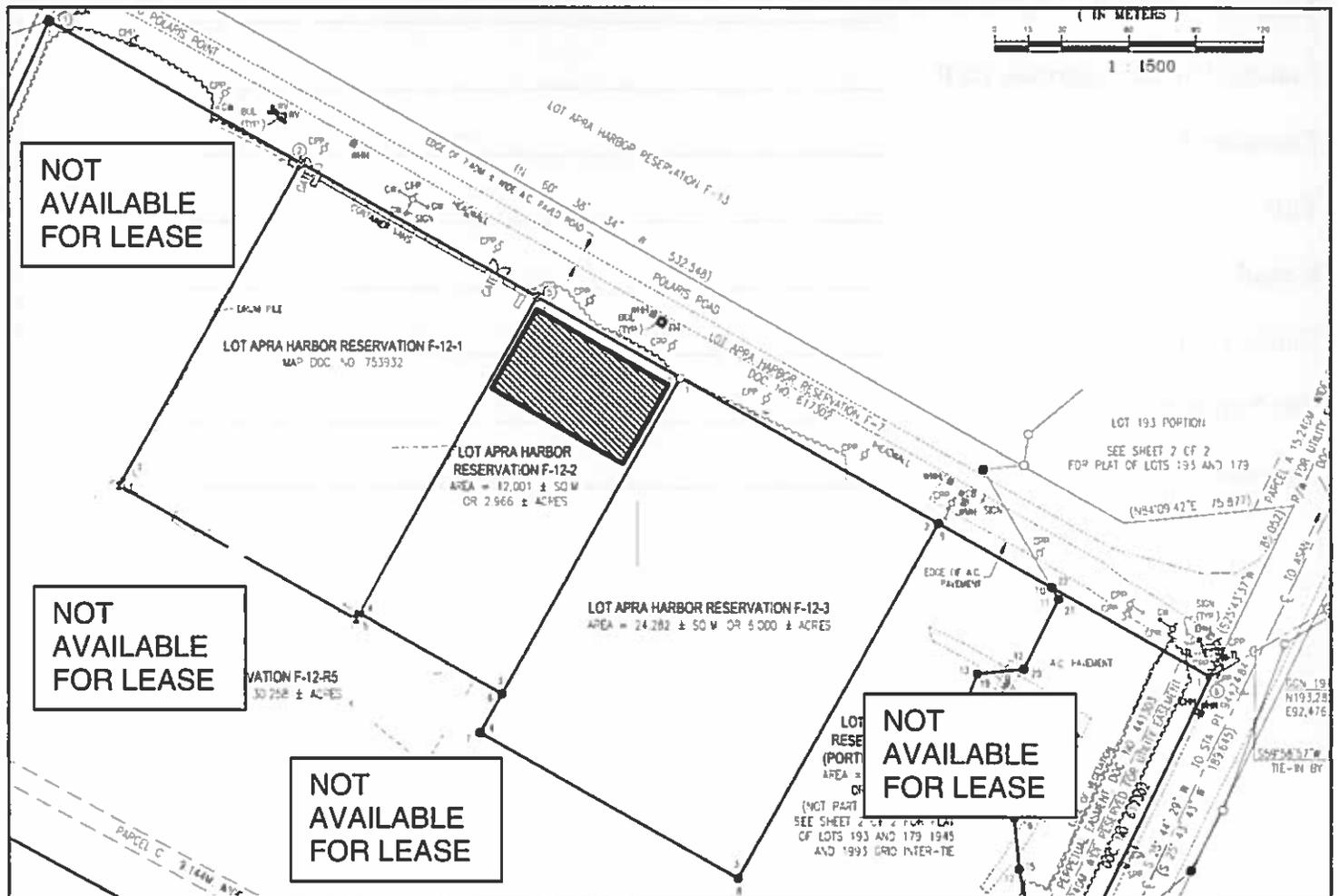
\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Business Address and Contact Numbers

## ATTACHMENT B: MAP

**NOTE:**

- Not to Scale
- Lot Apra Harbor Reservation Lot F-12-1, F-12-2, F-12-3 (13 combined acres or 52,609 ± sm)
- South of Jose D. Leon Guerrero Commercial Port of Guam
-  NOT Part of Available Lease Area



**ATTACHMENT C: ACKNOWLEDGEMENT OF RECEIPT FORM**

**GUAM ECONOMIC DEVELOPMENT AUTHORITY**

**Please acknowledge receipt of**

*RFP-17-002*

*For Lease and Development of Land Bank Trust Property: Polaris Point*

**Name of Prospective Offeror** \_\_\_\_\_

**Name of person receiving RFP** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Time** \_\_\_\_\_

**Contact Person regarding RFP** \_\_\_\_\_

**Company/Firm** \_\_\_\_\_

**Title** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**Contact Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Address** \_\_\_\_\_

Licensee/ Lessee Name	Total		Total				
	Invoice	Paid	Accounts Receivable	Base Rent		Participation Rent	
				GALC	GEDA	GALC	GEDA
Matson	\$ 99,612.00	\$ 99,612.00	\$ -	\$ 85,028.80	\$ 14,188.00	\$ 316.16	\$ 79.04
DPHSS	\$ 63,999.99	\$ 8,400.00	\$ 55,599.99	\$ 7,198.80	\$ 1,201.20	\$ -	\$ -
GEPA	\$ 224,000.00	\$ -	\$ 224,000.00	\$ -	\$ -	\$ -	\$ -
Kwikspace	\$ 14,173.08	\$ 13,484.64	\$ 688.44	\$ 11,556.34	\$ 1,928.30	\$ -	\$ -
Northern Market	\$ 27,196.61	\$ -	\$ 27,196.61	\$ -	\$ -	\$ -	\$ -















DPHSS

FY2017 Collections

Total

\$63,999.99 \$8,400.00

\$7,198.80 \$1,201.20 \$0.00 \$0.00















2

Invoice  
Payment  
Beginning Balance





# GUAM ANCESTRAL LANDS COMMISSION



Eddie Baza Calvo  
Governor

Ray Tenorio  
Lieutenant Governor

Michael J.B. Borja  
Director

David V. Camacho  
Deputy Director

## DEED SIGNING/TITLE HEARING/MEETING ATTENDANCE SHEET

DATE: January 25, 2018 <sup>17 AC</sup>

PLACE: DLM Conference Room

CONVENED: 2:07 P.M.

RECESSED: 4:13 P.M.

RECONVENED: 4:20 P.M.

ADJOURNED: 5:49 P.M.

Check one:

Work Session

Executive Session

Regular Meeting

Special Meeting

Title Hearing

Rehearing

Deliberations

Final Determinations

Deed Signing

Other (Public Hearing)

NAME: TITLE: SIGNATURE:

### BOARD OF COMMISSIONERS:

		Present	Absent	
1. Anthony J.P. Ada	Chairwoman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
2. Ronald T. Laguana	Vice Chair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>[Signature]</i>
3. Maria G. Cruz	Secretary/Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
4. Ronald F. Eclavea	Commissioner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
5. Anita F. Orlino	Commissioner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
6. Antonio A. Sablan	Commissioner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
7. Louisa M. Wessling	Commissioner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>

Yes  No

Quorum Confirmed by: *[Signature]*

Note here and initial if Board Member on GovGuam work time:

Yes  No

RTL

### STAFF and GUESTS:

		Present	Absent	
1. Michael J.B. Borja	Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
2. David V. Camacho	Deputy Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
3. Margarita Borja	Land Administrator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Matthew Leon Guerrero	Land Agent Supervisor	<input type="checkbox"/>	<input type="checkbox"/>	
5. Joey Leon Guerrero	Land Agent II	<input type="checkbox"/>	<input type="checkbox"/>	
6. Karen N. Charfauros	Land Agent I	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7. Kristen Finney	OAG - Legal Council	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8. Joe Borja	Senator Tom Ada	<input type="checkbox"/>	<input type="checkbox"/>	

Number of Board Members certified for stipend this meeting:

6

Confirmed by: *[Signature]*

Remarks:





# GUAM ANCESTRAL LANDS COMMISSION



Eddie Baza Calvo  
Governor

Ray Tenorio  
Lieutenant Governor

Michael J.B. Borja  
Director

David V. Camacho  
Deputy Director

## COMMISSION MEETING / HEARING ATTENDANCE SHEET

DATE: January 25, 2017 TIME: 2:00pm

PLACE: DLM Conference Room

**Check one:**

- Work Session
- Executive Session
- Regular Meeting
- Special Meeting
- Title Hearing
- Rehearing
- Deliberations
- Final Determinations
- Deed Signing
- Other (Public Hearing)

**PUBLIC SIGN IN SHEET: (OPTIONAL)**

<u>NAME</u>	<u>VILLAGE</u>	<u>NAME</u>	<u>VILLAGE</u>
Sylvia I. Quenga	Agana Hgts		
Doris I. BAZA	MERIZO		
ROQUE A. ALCANTARA	MARGILAO		

