

I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN
2015 (FIRST) Regular Session

Bill No. 170-33 (COR)

Introduced by:

Tina R. Muña Barnes
V. Anthony Ada
B.T. McCreadie
D. G. Rodriguez, Jr.

AN ACT TO AUTHORIZE THE DEPARTMENT OF
INTERGRATED SERVICES FOR INDIVIDUALS WITH
DISABILITIES (DISID) TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH THE
GUAM TRADES ACADEMY FOR THE
CONSTRUCTION OF THE GUAM REGIONAL
WORKFORCE TRAINING AND DEVELOPMENT
CENTER.

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

2 **Section 1. Legislative Findings and Intent.** *I Liheslaturan Guåhan* finds that there
3 is an entity within the Government of Guam known as the Department of Integrated
4 Services for Individuals with Disabilities (“DISID”) which serves as a public service
5 to coordinate and provide vocational rehabilitation and comprehensive community
6 services for eligible individuals with disabilities.

7 *I Liheslaturan Guåhan* further finds that DISID is charged with developing
8 short and long-term plans to meet the needs of individuals with disabilities through

1 facilitating the coordination of services and programs in collaboration with other
2 organizations and/or agencies, whether they are community, public and/or private.

3 *I Liheslaturan Guåhan* further finds the GCA Trades Academy, Inc. is a local
4 non-profit, nongovernment corporation whose primary purpose is to establish a
5 quality apprenticeship and training program on Guam for the construction and
6 maintenance industries. GCA Trades Academy, Inc. has provided skilled workforce
7 training within the Island of Guam over the last several years enhancing the ability of
8 many island residents to gain employment as skilled laborers.

9 *I Liheslaturan Guåhan* further finds DISID and the GCA Trades Academy, Inc.
10 jointly submitted a grant application to the United States Economic Development
11 Authority for the construction of a Guam Regional Workforce Training and
12 Development Center.

13 **Section 2. Authorization To Enter Into Memorandum of Agreement.**

14 Notwithstanding any other provision of law, the Department of Integrated
15 Services for Individuals with Disabilities (DISID) is hereby authorized to enter in a
16 Memorandum of Understanding with the GCA Trades Academy, Inc., a local non-
17 profit, nongovernment corporation, for the purposes of constructing a Guam Regional
18 Workforce and Training Center to be partially funded through a grant from the United
19 States Economic Development Authority and other sources.

20

ATTACHMENT "A"

**MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF INTEGRATED SERVICES FOR INDIVIDUALS WITH
DISABILITIES AND THE
GCA TRADES ACADEMY, INC.**

This MEMORANDUM OF AGREEMENT (“MOA”) is entered into by and between the DEPARTMENT OF INTEGRATED SERVICES FOR INDIVIDUALS WITH DISABILITIES (“DISID”) a line agency of the Government of Guam and the GCA TRADES ACADEMY, INC. (“GCATA”), a Guam private, non-profit, non-government corporation.

RECITALS

WHEREAS, DISID has administrative jurisdiction authority and control of government land, Lot 5I38-2-R2NEW-1 in the municipality of Tamuning, which is located in upper Tumon, Guam across from JFK High School, and

WHEREAS, DISID has a need to leverage and maximize existing resources for the construction and utilization of the property, and

WHEREAS, DISID has plans to leverage and maximize existing resources to construct an integrated One Stop Community Resource and Wellness Center on the upper Tumon property; and

WHEREAS, DISID has worked collaboratively with the GCATA in efforts to train DISID clients, and

WHEREAS, GCATA has a need to expand and build a training and development facility to better meet the workforce training needs of the regional population, including DISID clients, and

WHEREAS, DISID has identified the need to work with GCATA to assist it with the financing and development of DISID property so that said property will be developed as a Guam Regional Workforce Training and Development Center; and

WHEREAS, DISID desires to enter into an agreement whereby GCATA will arrange and administer grant funding for the design and construction of the Guam Regional Workforce Training & Development Center followed by maintenance, and property management services for the entire facility for the duration of this agreement including spaces occupied by DISID, GCATA and potentially other occupants. The Guam Regional Workforce Training and Development Center is located on Lot 5138-2-R2NEW-1 in the municipality of Tamuning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

AGREEMENT

1. Grant Financing & Administration, Construction, Maintenance, and Property Management Services to be provided by GCATA. Within the scope of services to be provided by GCATA, GCATA agrees to:

a. Identify and acquire the financial resources to fund the construction of the Guam Regional Workforce Training and Development Center;

b. Work collaboratively with DISID to design the Guam Regional Workforce Training and Development Center, including revisiting existing and possibly modifying existing plans and designs, with a targeted scope of work of:

i. A 20,000 square foot single story building with associated parking space

ii. A pre-engineered metal-framed building

- iii. Program space requirements of approximately 3,000 square feet for GCATA,
 - iv. Twelve (12) multi-purpose classrooms of approximate 600 square feet to accommodate 15 students,
 - v. Program space requirements of approximately 7,000 square feet for DISID,
 - vi. Common or joint use space with a large conference room to accommodate 40 persons,
 - vii. Toilet facilities and other supporting services;
- c. Serve as the Project Manager for the development, design, construction, & maintenance of the Guam Regional Workforce Training and Development Center;
- d. Cause to be prepared appraisals, environmental studies, title reports, land surveys, development plans, infrastructure studies and other studies of the DISID property designated for the Guam Regional Workforce Training and Development Center;
- e. Own, maintain, and operate the Guam Regional Workforce Training and Development Center;
- f. Shall enter a tenancy agreement with DISID for the use of the property, as permitted by law;
- g. Do all other things necessary to carry out the above objectives;
2. Cooperation by the DISID. DISID shall do the following to assist GCATA in performing the services set forth in Paragraph 1:

- a. Demolish existing structures on Lot 5138-2-R2NEW-1 in the municipality of Tamuning;
 - b. Allow GCATA to serve as Project Manager for the funding, construction, and maintenance of the Guam Regional Workforce Training and Development Center;
 - c. Seek legislative approval and enter into a long-term arrangement with GCATA for the use of Lot 5138-2-R2NEW-1 in the municipality of Tamuning;
 - d. Execute all other documents necessary for GCATA to carry out the services listed in Paragraph 1.
3. Payment for Services. There shall be no payment of services. DISID shall permit GCATA to own and operate the Guam Regional Workforce Training and Development Center in consideration for DISID occupying an agreed upon portion of the Guam Regional Workforce Training and Development Center.
4. Initial Term and Automatic Renewal. This Memorandum of Agreement shall remain in effect for a term of fifty (50) years from the effective date.
5. Termination. This Memorandum of Agreement shall not be terminated without the expressed consent and approval of all parties to this agreement.
6. Effective Date. The effective date this Memorandum of Understanding shall be the date of execution by the Governor of Guam.

MISCELLANEOUS PROVISIONS

- I. Time is of the essence concerning the provisions of this MOA.

2. This MOA is made under and shall be governed and construed in accordance with the laws of Guam, and the courts of Guam shall have jurisdiction over any and all disputes.

3. If any provision of this MOA shall be deemed by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed stricken and the MOA shall be enforced according to its valid and subsisting terms and provisions.

4. The failure of either party to insist upon strict compliance with any term, provision, or condition of this MOA shall not be construed as a waiver of either party's rights and remedies under this MOA.

5. All information, maps, manuals, briefs, memoranda, reports, summaries or other documents furnished by one party to the other party during the course of this MOA shall remain the furnishing party's property including all publications rights and copyright interests.

6. The parties warrant that no person in their employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services to the Parties or the government of Guam while on government of Guam property. If any employee of the parties is providing services on government property and is convicted subsequent to this MOA, then the employing party warrants that it will notify the other party of the conviction within twenty-four (24) hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the parties are found to be in violation of any of the provisions of this paragraph, then the violating party shall take

corrective action within twenty-four (24) hours notice, and the violating party shall notify the other party when the corrective action has been taken.

GCA Trades Academy, Inc.

**Department of Integrated Services for
Individuals with Disabilities**

By: _____

HERBERT JOHNSTON, JR.

Education Director

By: _____

BENITO S. SERVINO

Director

Date: _____

Date: _____

Concurred By:
GCA Trades Academy Board of Trustees:

Approved as to Legality and Form:
Office of the Attorney General

By: _____

JOHN ROBERTSON

Chairperson

By: _____

ELIZABETH BARRETT ANDERSON

Attorney General of Guam

Date: _____

Date: _____

Approved by:
Governor of Guam

EDDIE BAZA CALVO

Date: _____