



DIPATTAMENTON I KAOGHAO GUINAHAN CHAMORRO
DEPARTMENT OF CHAMORRO AFFAIRS



Honorable Edward J.B. Calvo
Governor of Guam

Joseph Artero-Cameron
President, DCA

Raymond S.Tenorio
Lieutenant Governor of Guam

May 7, 2013



GUAM MUSEUM



GUAM MUSEUM FOUNDATION INCORPORATED



Nitramas Lalibrikas Peppelikek Oukhas



PBS GUAM

To: Ricardo C. Duenas
Chairman of the Board, GEDA

From: John T. Calvo
Chairman, HRRRA

SUBJECT: **MOU Between HRRRA & GEDA**



Håfa Adai yan Saluda;

Si Yu'os Ma'åse' on our continuing partnership and the opportunity for the Hagåtña Restoration and Redevelopment Authority (HRRRA) to finalize the Hagåtña Masterplan and its subsequent documents such as the Zoning Code, the Standards of Development, a Feasibility and Sustainability Economic Impact Statement and the activities that will facilitate the Hagåtña Projects to fruition.

The approved MOU was formally finalized and voted upon by the HRRRA Board of Commissioners at today's Board meeting.

Should you have additional comments or questions, please feel free to contact me or President Artero-Cameron.

Sensaramente,

JOHN T. CALVO

JOSEPH ARTERO-CAMERON

"Department of Chamorro Affairs is an Equal Opportunity Provider and Employer"

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HAGATNA RESTORATION AND REDEVELOPMENT AUTHORITY
AND THE
GUAM ECONOMIC DEVELOPMENT AUTHORITY

This MEMORANDUM OF UNDERSTANDING is entered into by and between HAGATÑA RESTORATION AND REDEVELOPMENT AUTHORITY (“HRRA”), a public corporation and autonomous instrumentality of the government of Guam and the GUAM ECONOMIC DEVELOPMENT AUTHORITY (“GEDA”), a Guam public corporation.

RECITALS

WHEREAS, Article 3, Chapter 79 of Title 21 Guam Code Annotated provides at § 79303 that “The (Hagåtña Restoration and Redevelopment) Authority shall develop a Plan (the "Plan") to carry out the purposes of this Chapter, which shall include the planning, preparation, development, construction, acquisition, lease, disposition, reconstruction, improvement, alteration, extension, repair, maintenance and operation of the Hagatña Restoration and Redevelopment Project (the "Project"); shall include the terms and conditions for the reuse of the properties; shall include standard of eligibility for ownership or occupancy of housing, dwellings and facilities; shall include installation, construction or reconstruction of streets, utilities, parks, playgrounds and other public improvements. In developing the Plan, the Authority is authorized to conduct surveys, appraisals, soundings, test borings or any other technical investigations;

WHEREAS, Article 3, Chapter 79 of Title 21 Guam Code Annotated provides at § 79303(3) that the HRRA may “enter into and execute contracts and instruments of every kind and nature, necessary or convenient to the exercise of its powers and functions.”

WHEREAS, Article 3, Chapter 79 of Title 21 Guam Code Annotated also provides at § 79303 that the HRRA may “conduct examinations and investigation on any matters material to the functions or operations of the Authority” and “provide or arrange or contract for the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities or other facilities of every kind and nature, for and in connection

with the preparation, planning, development, construction, operation and disposition of the Project”;

WHEREAS, GEDA is authorized pursuant to 12 G.C.A. § 50103(d) to promote investments of entrepreneurial capital in Guam, if need be form and operate its own industries, invest in and provide technical assistance in support of its objectives, develop and maintain facilities for lease or sale and provide for the expansion of agricultural, industrial, hospital, housing and tourist facilities through financial assistance and other means.

WHEREAS, GEDA is authorized pursuant to 12 G.C.A. § 50103(o) to promote and encourage the location and development of new businesses on Guam, as well as the retention and expansion of existing businesses.

WHEREAS, GEDA is authorized pursuant to 12 G.C.A. § 50103(b) to control and implement that part of the basic plan for the economic development of Guam, assigned to it by the Governor of Guam.

WHEREAS, the HRRRA has identified the need to retain the services of GEDA to assist it with the provision of professional, technical expertise to achieve its objective and carry out its mandates.

WHEREAS, because of GEDA’s unique mandate to promote investments and the development of various industries in Guam and to invest in and provide technical assistance in support of its objectives, the HRRRA desires to enter into a service agreement whereby GEDA will provide the HRRRA with general consultancy services relating to the requirements of the Hagåtña Restoration and Redevelopment Act as amended.

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

AGREEMENT

1. General Consultancy and Management Services to be provided by GEDA.

Within the scope of services to be provided by GEDA, GEDA agrees to:

a. Prepare Requests for Proposals (“RFP”) for the acquisition of professional services in support of HRRRA’s mission and mandates including the update of the HRRRA Hagatna Master Plan and the preparation of the Zoning Plan;

b. Advertise RFPs and receive all proposals;

c. In collaboration with the HRRRA, evaluate all proposals received and rank prospective offerors;

d. Negotiate professional services contracts to be entered into with the highest ranking offeror in collaboration with the HRRRA;

e. Recommend the execution of any contracts for professional services to the HRRRA;

f. Do all other things necessary to carry out the above objectives;

g. Provide any other services which in the judgment of HRRRA will assist HRRRA in achieving its objectives and carrying out its mandates.

2. In connection with the services provided to the HRRRA, GEDA may retain experts, advisors, consultants, and legal counsel as necessary.

3. Provide periodic updates to the HRRRA Executive Director and Board of Commissioners on the status of the contracts;

4. Cooperation by HRRRA. The HRRRA shall do the following to assist GEDA in performing the services set forth in Sections 1 to 3 above:

a. Provide direction to GEDA with regards to the services required under the scope of this Memorandum of Understanding;

b. Provide Legislative notification of GEDA involvement

c. Participate in the evaluation and selection of prospective developers and/or lessees;

d. Review periodic reports submitted by GEDA;

e. Evaluate and act upon contracts recommended for execution by GEDA;

f. Execute all other documents necessary for GEDA to carry out the services listed in this MOU.

5. Payment for Services.

a. GEDA shall be reimbursed by HRRRA for the costs of the services provided to include but not limited to, staff time, legal fees, advertisements and all other services.

6. Method and Time of Remittance of Payments and Rents. GEDA shall submit to HRRA, invoices for payment for services monthly and HRRA shall remit payment to GEDA no later than twenty (20) calendar days after receipt of invoices.

7. Initial Term and Automatic Renewal. This Memorandum of Understanding shall remain in effect for an initial term of one (1) year from the effective date and may be renewed at the expiration of the initial term for two (2) additional terms of one (1) year each, subject to mutual agreement and the availability of funds.

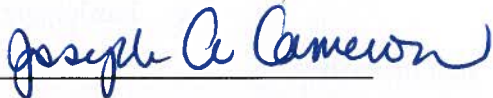
8. At any time during the initial term or extended term, either party can elect to terminate this Memorandum of Understanding if either party provides the other with a written notice of termination no later than ninety (90) days prior to the termination date. Upon termination of this MOU, all products resulting from this MOU shall be transferred by GEDA to the HRRA and all transactions including any outstanding payments shall be concluded.

9. Effective Date. The effective date of this Memorandum of Understanding shall be the date of execution by the Governor of Guam.

Guam Economic Development Authority

Hagåtña Restoration and Redevelopment Authority

By: 
HENRY J. TAITANO
Acting Administrator

By: 
JOSEPH A. CAMERON
Executive Director

Date: 4/29/13

Date: 5/7/13

Concurred by:

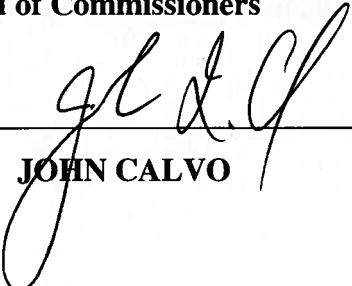
Guam Economic Development Authority

Hagåtña Restoration and Redevelopment Authority

Board of Directors

Board of Commissioners

By: 
RICARDO DUENAS

By:  5/7/13
JOHN CALVO

Chairman

Chairman

Approved as to Legality and Form

Office of the Attorney General

By: _____

LEONARD RAPADAS
Attorney General of Guam

Date: _____

Approved by

Governor of Guam

By: _____

EDDIE BAZA CALVO

Date: _____