


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

Bill No. 131-33(COR)

Introduced by:

V. Anthony Ada
B.T. McCreadie 

2015 JUN 19 PM 4:14

AN ACT AUTHORIZING THE DEPARTMENT OF INTEGRATED SERVICES FOR INDIVIDUALS WITH DISABILITIES DISID TO PARTNER WITH A PRIVATE EDUCATIONAL ENTITY FOR THE PURPOSE OF RECONSTRUCTING THE FORMER DEPARTMENT/DIVISION OF VOCATIONAL REHABILITATION FACILITY TO PROVIDE SERVICES FOR INDIVIDUALS WITH DISABILITIES AND JOB TRAINING PROGRAMS.

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

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3 **Section 1. Legislative Findings and Intent.**

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5 *I Liheslaturan Guåhan* finds that the Department of Integrated Services for Individuals
6 with Disabilities(DISID) has administrative jurisdiction and control of Lot 5138-2-
7 R2NEW-1 in the municipality of Tamuning, which lot is located in upper Tumon across
8 from JFK High School. DISID wants to construct an integrated One Stop Community
9 Resource and Wellness Center on the upper Tumon property. The only way for DISID to
10 realize its goal of constructing such a center in the foreseeable future would be to leverage
11 its upper Tumon property and partner with another entity for the construction of a facility
12 suitable for both their uses.

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1 **Section 2: Authorization to Lease and Lease Back.**

2 Notwithstanding any other provision of law, the Department of Integrated Services
3 for Individuals with Disabilities (DISID) is authorized to accept proposals and contract
4 with a community partner for the design and construction of a facility that can both meet
5 the community partner’s needs and accommodate the office of DISID and facilities that
6 include, but not be limited to, a Community Resource and a Wellness Center on Lot 5138-
7 2-R2NEW-1 in the municipality of Tamuning.

8 DISID is authorized to lease Lot 5138-2-R2NEW-1 to its community partner for a
9 period not to exceed forty (40) years. The community partner will provide office and
10 other space required by DISID in lieu of lease payment for the land.

11 The community partner will own a leasehold estate in the property and operate and
12 maintain the facility for the duration of the lease. The Community partner shall be a
13 private corporation or association licensed to do business on Guam to provide
14 educational, vocational, apprenticeship, job skills and any other employment related
15 training.

16 DISID, as a condition of the lease and at any time within the duration of the lease,
17 may relinquish its right to occupy and use the space provided to any other agency of the
18 Government of Guam.

19 The Community Partner may cease its operations at any time. If the Community
20 Partner ceases operations, the ownership of the leasehold shall revert to the DISID. The
21 Community Partner may not sell or otherwise transfer its leasehold interest in the property
22 without the consent of *I Liheslaturan Guåhan*.

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24 **Section 3. Conditions of the Parties.**

25 The community partner shall:

- 26 (1) Maintain the building according to occupancy standards of the laws of Guam;
- 27 (2) Maintain adequate insurance on the building/structure;
- 28 (3) Maintain common areas, and

1 (4) Indemnify DISID and the Government of Guam from any liability

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3 DISID shall:

4 (1) Maintain adequate insurance on the contents of the portion of space that it occupies
5 and uses;

6 (2) Pay all utilities for the portion of space that it occupies and uses.

7 (3) Install and maintain an office security system for the portion of space that it occupies
8 and uses.