

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”), is entered into on the date indicated below between the following Government of Guam entities: **DEPARTMENT OF REVENUE AND TAXATION** (“**DRT**”), whose address is P.O. Box 23607, GMF, Guam, 96921, **OFFICE OF HOMELESSNESS ASSISTANCE AND POVERTY PREVENTION** (“**OHAPP**”), 215A Chalan Santo Papa, Ste 202 and 203, Commercial Center, Hagatna, Guam 96932, **MAYORS COUNCIL OF GUAM** (“**MCOG**”) P.O. BOX 786, Hagatna, Guam 96932 , **DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES** (“**DPHSS**”), 155 Hesler Place, Hagatna, GU 96910 , and the **GUAM HOMELESS COALITION** (“**GHC**”) 117 Bien Venida Avenue, Sinajana, Guam 96910, hereinafter collectively referred to as the “**Parties.**”

RECITALS:

WHEREAS, there are homeless individuals and unaccompanied homeless youth who do not possess a valid photo identification card (“**ID**”); and

WHEREAS, Public Law 35-32, “The Homeless Youth and Families Identification Act,” mandates a process for homeless individuals and unaccompanied homeless youth to obtain a Guam Identification Card (“**Guam ID**”); and

WHEREAS, without a valid photo ID, a barrier is created in obtaining certified copies of a birth certificate, Social Security card, United States passport, Guam ID or Guam driver’s license; and

WHEREAS, without certified copies of a birth certificate, Social Security card or United States Passport, individuals are unable to obtain a REAL ID Act compliant identification card; and

WHEREAS, individuals may be unable to apply for public benefits without certified forms of identification; and

WHEREAS, homeless individuals applying for employment, job training or education must present valid forms identification for consideration; and

WHEREAS, homeless individuals have the right to pursue gainful employment and improvement of quality of life; and

WHEREAS, the parties to this MOU desire to cooperate in assisting those individuals in securing a valid photo ID; and

NOW THEREFORE , IN CONSIDERATION of the covenants hereinafter set out, the parties agree as follows:

1. **Agreement to Cooperate:** The parties to this MOU agree to cooperate on the issuance of a non-REAL ID compliant Guam ID by DRT, including required vital documents from DPHSS for the purpose of obtaining a valid non-REAL ID compliant Guam ID.
2. **Parties Responsibilities.** During the term of this MOU each parties' individual responsibilities shall be as follows:

- a. **Department of Revenue and Taxation**

DRT agrees to accept the certified documentation from the OHAPP, MCOG and Guam Homeless Coalition and its partners, as meeting the document requirements for obtaining a non-REAL ID compliant Guam ID on the limited basis that the individual applying for a Guam ID is a homeless individual or an unaccompanied homeless youth (as verified by the above entities) who do not possess a valid photo ID.

DRT will have the discretion to issue a non-REAL ID compliant Guam ID with the current pending expiration date or a Temporary non-REAL ID compliant Guam ID with a 4-month expiration date to facilitate receipt of valid vital records and identifying documentation from the necessary Government of Guam agencies.

DRT will track and maintain a record of the homeless individuals who obtain a non-REAL ID compliant Guam ID via this MOU. A tracking report will be made available to the parties of this MOU monthly or upon request in order to reference and keep record of individuals who receive non-REAL ID compliant Guam IDs through the process set forth in this MOU.

DRT shall waive all fees associated with issuing a new or renewed non-REAL ID compliant Guam ID per Public Law 35-32.

DRT maintains the documentation requirements as set forth in its ID application:

The individual **MUST** be present for processing **AND** dependent on DRT information on file, **MUST** submit either a Mayor certified proof of residence

(within the last 30 calendar days) or verification of registration to the Homeless Management Information System (HMIS) addressed to the Department of Revenue and Taxation

AND

the following ORIGINAL/CERTIFIED (non-laminated) documents:

- 1) U.S. Birth Certificate (with document number)
- 2) Valid U.S. Passport
- 3) Valid Foreign Passport with valid U.S. Permanent Resident Card or Employment Authorization Document (Non- US citizens)(FSM does not require PRC)
- 4) Certificate of US Citizenship or Certificate of US Naturalization
- 5) Social Security Administration Account Card

US citizens

If the individual is a U.S. citizen with an expired ID or has been previously issued a Guam ID:

DRT will attempt to locate the individual's information in their records and agree to accept the Certified Proof of Residency (homeless certification) from their respective village Mayor's office or OHAPP and their U.S. Birth Certificate as meeting the document requirements for obtaining a non-REAL ID compliant Guam ID

Non-US citizens

If the individual is a non-US citizen with an expired ID and has been previously issued a Guam ID:

DRT will attempt to locate the individual's information in their records and agree to accept the Certified Proof of Residency (homeless certification) from their respective village Mayor's office or OHAPP as meeting the document requirements for obtaining a non-REAL ID compliant Guam ID

If an individual has **never** been issued a Guam ID:

and is absent all personal identifying documentation due to theft, catastrophic event or loss; a Mayor's verification will not be accepted for issuance of a Guam ID. They must first be registered into the HUD Homeless Management Information System (HMIS) by a non-profit service provider from the Guam Homeless Coalition or OHAPP office. Once certified, DRT will coordinate the Guam ID with service providers and OHAPP.

b. Department of Public Health and Social Services

DPHSS agrees to provide the records or documents in their purview that are required for receipt of a permanent Guam ID. DPHSS is not obligated to provide any other records not required by DRT for Guam ID issuance.

DPHSS agrees to issue required documents with presentation of Temporary non-REAL ID compliant GUAM ID. To verify any individual in question, DPHSS will correspond with DRT and OHAPP to verify the pending individual's homeless status.

DPHSS will waive any and all fees per Public Law 35-32.

c. Office of Homelessness Assistance and Poverty Prevention

The OHAPP will serve as the main facilitator and point of contact with DRT for this homeless Guam ID MOU.

The OHAPP will work with the Guam Homeless Coalition, its partners, and the MCOG to compile and transmit the names of the homeless individuals or unaccompanied homeless youth to DRT for coordination of photo taking and ID issuance.

The OHAPP will verify and transmit all documents required to DRT for ID issuance and will work with the necessary agencies to assist in obtaining these documents.

The OHAPP will track and maintain a record of the homeless individuals who obtain a Guam ID via this MOU. A tracking report will be made available to the parties of this MOU monthly or upon request.

d. Mayors Council of Guam (MCOG)

The Mayors Council and Village Mayors will perform customary intake and outreach for their homeless constituency. If an individual presents without a valid form of identification, the village mayor will work with the OHAPP to coordinate the process for the homeless individual to obtain a Guam ID from DRT.

The village mayor and/or MCOG will verify homeless status for the individual and may generate a proof of residency document upon satisfaction of all requirements. The individual may then be eligible for a Guam ID and will follow the process set forth by DRT to obtain his/her valid Guam ID.

e. Guam Homeless Coalition

All partners of the Guam Homeless Coalition will provide their customary intake and outreach services. If an individual presents without a valid form of identification, the partners will work with the OHAPP to coordinate the process for the homeless individual to receive a Guam ID from DRT.

The Guam Homeless Coalition will verify individual homeless status by registering an individual into the Homeless Management Information System (HMIS) to coordinate eligibility for a new (not renewal or replacement) Guam ID through DRT.

3. **Points of Contact.** The points of contact for this MOU are as follows:

DEPARTMENT OF REVENUE AND TAXATION

Attention: Arthur Meno, Motor Vehicle Division, Acting Supervisor
P.O. Box 23607, Barrigada, Guam 96921

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES

Attention: Chima D. Mbakwem, ~~Acting~~ Chief Public Health Officer
155 Hesler Place, Hagatna, GU 96910

Handwritten signature and date: 8/9/2007

OFFICE OF HOMELESSNESS AND POVERTY PREVENTION

Attention: Sarah Thomas Nededog, Executive Director
215A Chalan Santo Papa, Ste 202 and 203, Commercial Center, Hagatna, Guam 96932

MAYORS COUNCIL OF GUAM

Attention: Angel Sablan, Executive Director
P.O. BOX 786, Hagatna, Guam 96932

GUAM HOMELESS COALITION

Attention: Samantha Taitano
117 Bien Venida Avenue, Sinajana, Guam 96910

4. **Miscellaneous**

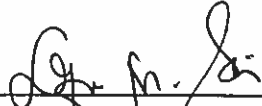
- a. Any homeless individual or an unaccompanied homeless youth may receive one (1) GUAM ID per calendar year or based on case determination by the parties of this MOU.
- b. The homeless individual remains responsible for completing and submitting the necessary forms and prerequisites to apply for Guam ID.
- c. The Parties may amend this MOU as needed to comply with any changes or amendments to laws and regulations pertinent to issuance of Guam IDs and required documents, including the Points of Contact for each party.
- d. This MOU is made under and shall be governed and construed in accordance with the laws of Guam.
- e. If any provision of this MOU shall be deemed by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed stricken and the MOU shall be enforced according to its valid and subsisting terms and provisions.
- f. The failure of any party to insist upon strict compliance with any term, provision, or condition of this MOU shall not be construed as a waiver of that party's rights and remedies under this MOU.

5. **Termination Without Cause:** Either party may terminate this Agreement, without cause, by giving the other parties at least ninety (90) days prior written notice.


6. **Effective Date** This MOU shall become effective on the date it is signed by the Parties.

IN WITNESS THEREOF, the Parties have executed this MOU in the day and year.

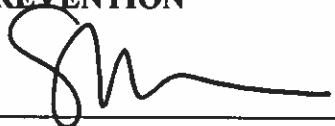
DEPARTMENT OF REVENUE AND TAXATION


By: Dafne Mansapit-Shimizu
Its: Director of the Department of Revenue and Taxation
Date: 8/6/2021

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES


By: Arthur San Agustin
Its: Director of Department of Public Health and Social Services
Date: 8/9/2021


OFFICE OF HOMELESSNESS ASSISTANCE AND POVERTY PREVENTION


By: Sarah Thomas Nededog
Its: Executive Director, Office of Homelessness Assistance and Poverty Prevention
Date: 08/09/2021

MAYORS COUNCIL OF GUAM


By: Angel Sablan
Its: Executive Director
Mayors Council of Guam
Date: 8/09/2021

GUAM HOMELESS COALITION


By: Samantha Taitano
Its: Executive Director, Guam Homeless Coalition
Date: 8/9/2021