

I MINA'TRENTAI SAIS NA LIHESLATURAN GUÅHAN

2021 (FIRST) Regular Session

VOTING RECORD

Bill No. 51-36 (COR) As amended by the Committee on Health, Land, Justice, and Culture and further amended on the Floor.	Speaker Antonio R. Unpingco Legislative Session Hall Guam Congress Building April 30, 2021					
NAME	Aye	Nay	Not Voting/ Abstained	Out During Roll Call	Absent	Excused
Senator V. Anthony Ada	√					
Senator Frank Blas Jr.	√					
Senator Joanne Brown	√					
Senator Christopher M. Dueñas	√					
Senator James C. Moylan	√					
Vice Speaker Tina Rose Muña Barnes	√					
Senator Telen Cruz Nelson	√					
Senator Sabina Flores Perez	√					
Senator Clynton E. Ridgell	√					
Senator Joe S. San Agustin	√					
Senator Amanda L. Shelton	√					
Senator Telo T. Taitague	√					
Senator Jose "Pedro" Terlaje	√					
Speaker Therese M. Terlaje	√					
Senator Mary Camacho Torres	√					

TOTAL

15

0

Aye

Nay

Not
Voting/
Abstained

Out
During
Roll Call

Absent

Excused

CERTIFIED TRUE AND CORRECT:

RENNAE V. C. MENO
Clerk of the Legislature

I = Pass

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Introduced by:

Therese M. Terlaje
Telena Cruz Nelson
Sabina Flores Perez
Christopher M. Dueñas
Frank Blas, Jr.
Tina Rose Muña Barnes

**AN ACT RELATIVE TO THE AUTHORIZATION FOR
THE USE OF REAL PROPERTY UNDER THE
ADMINISTRATIVE JURISDICTION OF THE GUAM
WATERWORKS AUTHORITY FOR THE
CONSTRUCTION AND MAINTENANCE OF SOCCER
FIELDS AND RELATED FACILITIES.**

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

2 **Section 1. Legislative Findings and Intent.** *I Liheslaturan Guåhan* finds
3 that the Guam Football (Soccer) Association (GFA) was incorporated in Guam in
4 May 1975 as a nonprofit organization by a group seeking to establish recreational
5 football (soccer) on Guam. GFA's primary purpose is to develop and promote the
6 sport of football (soccer) on Guam, as well as to represent Guam both regionally and
7 internationally in competition.

8 GFA became an associate member of the Asian Football Confederation (AFC)
9 in 1991. In 1996, GFA obtained full membership in the Federation Internationale de

1 Football Association (FIFA), the world-governing body of soccer responsible for
2 promoting and organizing the game throughout the world.

3 GFA, in coordination with FIFA and the private sector, has successfully
4 grown the sport of soccer for youth, as well as adults on Guam, and has contributed
5 to expanding sports facilities across the island, including development of a world
6 class and internationally recognized soccer sports complex.

7 *I Liheslaturan Guåhan* further finds that the Guam Waterworks Authority
8 (GWA) has administrative jurisdiction over Lot No. 3396 in the municipality of
9 *Ordot-Chalan Pago*, Guam, for the purpose of severing out its facility on said lot.
10 The Guam Department of Education (GDOE) also has administrative jurisdiction
11 over the *Ordot-Chalan Pago* Elementary School also located on Lot. No 3396, and
12 the Agueda Johnston Middle School in close vicinity of Lot No. 3396. GWA is in
13 the process of subdividing Lot No. 3396 to parcel out separate lots for GWA and
14 GDOE, and GFA and GDOE wish to enter into a Memorandum of Agreement
15 relating to the use of GDOE's portion of the lot for the construction and maintenance
16 of soccer fields and related facilities.

17 Therefore, it is the intent of *I Liheslaturan Guåhan* to continue to support this
18 public-private partnership by creating a policy that is mutually beneficial to Guam's
19 youth, its educational facilities, and the people of Guam.

20 **Section 2. Authorization for the Use of Real Property under the**
21 **Administrative Jurisdiction of the Guam Waterworks Authority for the**
22 **Construction and Maintenance of Soccer Fields and Related Facilities.**

23 Notwithstanding any other provision of law, the Guam Waterworks Authority
24 (GWA) and the Guam Department of Education (GDOE) are hereby authorized to
25 enter into a Memorandum of Agreement (MOA) with the Guam Football (Soccer)
26 Association (GFA) for the use of real property described as a portion of Lot No.
27 3396, containing an approximate area of 5,213.53± square meters in the municipality
28 of *Ordot-Chalan Pago*, Guam, bounded on the east and south by Lot No. 3416-R2,

1 and the north and west by the *Ordot-Chalan Pago* Elementary School, as marked on
2 DLM Map No. B4-68T343 (the property) for a term not to exceed thirty (30) years.
3 The property shall be utilized for the purpose of the construction, operation, and
4 maintenance of soccer fields and related facilities.

5 (a) GFA shall defend and hold the Government of Guam harmless
6 against any and all claims arising out of the use of the property and shall
7 indemnify and waive any claim it may have arising out of the use of the
8 property, and GFA releases and exculpates the Government of Guam for any
9 liability in connection with the use of the property. Nothing in this Act shall
10 be construed to waive the sovereign immunity of the Government of Guam.

11 (b) GFA shall comply with all Guam and federal laws.

12 (c) Any debt whatsoever incurred by GFA shall not be a debt of the
13 Government of Guam.

14 (d) Any required formal subdivision of the GDOE portion of Lot No.
15 3396 resulting from a GWA subdivision of the same shall be at the expense
16 of GFA.

17 **Section 3. Use of Premises.**

18 (a) GWA and GDOE agree to place the property under the control of GFA,
19 which is authorized to use, improve, or develop the premises or any part thereof for
20 the construction and maintenance of soccer fields and related facilities.

21 (b) GFA shall manage, maintain, and operate the facilities, as well as
22 schedule all events to be conducted within the facilities.

23 (c) GFA may allocate usage of the soccer fields and related facilities to
24 GFA member clubs and authorized soccer organizations and leagues, including
25 GDOE usage and community usage, based on availability and advanced scheduling.
26 Any other utilization must be preapproved by GFA.

27 (d) GFA shall design the facilities to be constructed in accordance with
28 applicable regulations, codes and laws, and prepare plans and specifications for the

1 development of the soccer fields within one (1) year from the execution of the MOA,
2 which shall be paid for by GFA as it determines to do so in its sole discretion. The
3 design shall not result in any adverse effects to GDOE or GWA facilities on or
4 adjacent to Lot 3396.

5 (e) GFA shall obtain all necessary approvals and permits for the
6 construction of soccer fields and related facilities and shall do so at its expense.

7 (f) GFA shall construct the facilities, as it determines to do so in its sole
8 discretion, within three (3) years of receiving approval from its funding source.

9 (g) Subject to the availability of funds, the construction costs of the
10 facilities shall be paid by GFA and any other appropriations provided.

11 (h) GFA shall pay for the applicable permit fees and coordinate with all
12 governmental agencies affected by the project, as required.

13 (i) GFA shall landscape the fields as necessary to meet international
14 standards as determined by the International Football Association Board (IFAB), the
15 Asian Football Confederation (AFC), and other international organizations for the
16 sport of soccer.

17 (j) GFA shall be responsible for regular maintenance of the grounds,
18 including trash and debris removal, mowing the grass, and cutting, trimming, and
19 pruning any shrubbery as necessary to ensure an attractive surrounding.

20 (k) GFA shall, if applicable, repair, paint, and maintain all improvements
21 in an attractive and functional condition.

22 **Section 4. Access to Soccer Facilities by GDOE.** As a condition of the
23 authorization granted to the Guam Football (Soccer) Association, the soccer
24 facilities referenced in Section 2 of this Act shall be available to the Guam
25 Department of Education students in accordance with the Memorandum of
26 Agreement between GFA, GDOE, and GWA governing the use of the property.
27 GFA further agrees:

1 (a) to reserve the Natural Grass Pitch area for exclusive GDOE
2 usage during normal school hours on weekdays at no charge;

3 (b) to provide GDOE with a key(s) to access the Natural Grass Pitch
4 area;

5 (c) to allow GDOE use of the Natural Grass Pitch area for
6 emergency evacuations at no charge;

7 (d) to keep GWA and GDOE informed on all phases of construction,
8 in particular, construction in the area where students enter and exit the Natural
9 Grass Pitch from the school;

10 (e) to allow GDOE use of the Natural Grass Pitch area for
11 interscholastic league practices as negotiated by the parties, to include at a
12 minimum three (3) weekdays per week up to 4:30 p.m. during the school year
13 at no charge, subject to advanced scheduling pursuant to Section 3(c) of this
14 Act. Nothing herein shall prevent GDOE from allowing charter schools usage
15 of the field during the allotted time; and

16 (f) to negotiate with GDOE for a GDOE field usage rate less than
17 the normal rate for home field matches or additional usage subject to advanced
18 scheduling pursuant to Section 3(c) of this Act.

19 **Section 5. License Fee.** GFA shall pay an annual license fee of One Dollar
20 (\$1.00) per year to GDOE to be deposited in the Interscholastic Sports Fund, to be
21 paid annually in advance, commencing on the effective date of the MOA and
22 continuing on the first day of each year thereafter for the remainder of the MOA.

23 **Section 6. Exemption from Appraisals.** § 2107(b) of Chapter 2, Title 2,
24 Guam Code Annotated, and Section 6.04(c)(1) of the Standing Rules of *I*
25 *Mina'trentai Sais Na Liheslaturan Guåhan* relative to land appraisals, shall not apply
26 to this Act.