

I Mina'trentai Sais Na Liheslaturan Guåhan
BILL STATUS

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	FISCAL NOTES	NOTES
51-36 (COR)	Therese M. Terlaje Telena Cruz Nelson Sabina Flores Perez	AN ACT RELATIVE TO THE AUTHORIZATION FOR THE USE OF REAL PROPERTY WITHIN THE ADMINISTRATIVE JURISDICTION OF THE GUAM WATERWORKS AUTHORITY FOR THE CONSTRUCTION AND MAINTENANCE OF SOCCER FIELDS AND RELATED FACILITIES.	2/1/21 4:42 p.m.						

I MINA'TRENTAI SAIS NA LIHESLATURAN GUÅHAN
2021 (FIRST) Regular Session

Bill No. 51-36 (COR)

Introduced by:

Therese M. Terlaje *TMT*
Telena Cruz Nelson *T.C. Nelson*
Sabina F. Perez *SFP*

**AN ACT RELATIVE TO THE AUTHORIZATION FOR THE
USE OF REAL PROPERTY WITHIN 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 the
4 Territory of Guam in May 1975 as a nonprofit organization by a group looking to
5 establish recreational football in Guam. GFA's primary purpose is to develop and
6 promote the sport of football on Guam, as well as to represent Guam both regionally
7 and internationally in competition.

8 The GFA became an associate member of the Asian Football Confederation
9 (AFC) in 1991. In 1996, the Association obtained full membership with the
10 Federation Internationale de Football Association (FIFA), the world-governing body
11 of soccer responsible for promoting and organizing the game throughout the world.

12 The GFA, in coordination with FIFA and the private sector has successfully
13 grown the sport of soccer for youth, as well as adults on Guam, and has contributed

1 to expanding sports facilities across the island, including development of a world
2 class and internationally recognized soccer sports complex.

3 *I Liheslaturan Guåhan* further finds that the Guam Waterworks Authority
4 (GWA) has administrative jurisdiction of Lot No. 3396, Municipality of Ordot-
5 Chalan Pago, Guam and Guam Department of Education (GDOE) has administrative
6 jurisdiction of the Ordot-Chalan Pago Elementary School located adjacent to Lot.
7 No 3396 and Agueda Johnston Middle School in close vicinity of Lot No. 3396.
8 GWA is in the process of subdividing Lot No. 3396 to parcel out separate lots for
9 GWA and GDOE, and the GFA wishes to enter into a Memorandum of Agreement
10 relating to the use of GDOE’s portion of the lot for the construction and maintenance
11 of soccer fields and related facilities.

12 Therefore, it is the intent of *I Liheslaturan Guåhan* to continue to support this
13 public private partnership by creating a policy that is mutually beneficial to our
14 youth, our educational facilities, and the people of Guam.

15 **Section 2. Authorization for the Use of Real Property within the**
16 **Administrative Jurisdiction of the Guam Waterworks Authority for the**
17 **Construction and Maintenance of Soccer Fields and Related Facilities.**

18 Notwithstanding any other provision of law, the Guam Waterworks Authority
19 (GWA) and the Guam Department of Education (GDOE) are hereby authorized
20 to enter into a Memorandum of Agreement (MOA) with Guam Football (Soccer)
21 Association (GFA) for the use of real property described as a portion of Lot No.
22 3396 containing an approximate area of 4,046.86 ± s.m., in the Municipality of
23 Ordot-Chalan Pago, Guam, bounded on the East and South by Lot No. 3416-R2,
24 the North and West by the Ordot-Chalan Pago Elementary School, as marked on
25 DLM Map No. B4-68T343 (“the Property”) for a term not to exceed thirty (30)
26 years. The Property *shall* be utilized for the purpose of the construction and
27 maintenance of soccer fields and related facilities.

1 (a) The GFA *shall* hold the government of Guam harmless and *shall*
2 indemnify and waive any claim it may have arising out of the use of the Property,
3 and releases and exculpates the government of Guam for any liability in
4 connection with the use of the Property.

5 (b) The GFA *shall* comply with all laws applicable in the use of the
6 Property.

7 (c) Any debt whatsoever incurred by the GFA shall not be a debt of the
8 government of Guam.

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

12 **Section 3. Use of Premises.**

13 (a) GWA and GDOE agree to place the Property under the control of GFA
14 which reserves the right to use, improve, or develop the premises or any part
15 therefore for the construction and maintenance of soccer fields and related facilities.

16 (b) The GFA *shall* manage, maintain, and operate the facilities as well as
17 schedule all events to be conducted within the facilities.

18 (c) The GFA *may* allocate usage of the soccer fields and related facilities
19 to GFA member clubs and agreed soccer organizations and leagues, including
20 GDOE usage and community usage, based on availability and advanced scheduling.
21 Any other utilization must have pre-consent from GFA.

22 (d) The GFA *shall* design the facilities to be constructed in accordance with
23 applicable regulations, codes and laws, and prepare plans and specification for the
24 development of the soccer fields within one (1) year from the execution of the MOA
25 which shall be paid for by the GFA as it determines to do so in its sole discretion.
26 The design shall not result in any adverse effects to the adjacent GDOE or GWA
27 facilities on Lot 3396;

1 (e) The GFA *shall* obtain all necessary approvals and permits for the
2 construction of soccer fields and related facilities.

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

5 (1) Subject to the availability of funds, the construction costs of the
6 facilities shall be paid for by the GFA and any other appropriations provided.

7 (g) The GFA *shall* pay applicable permit fees and coordinate with all
8 governmental agencies affected by the project, as required.

9 (h) The GFA *shall* landscape the fields as necessary to meet international
10 standards for the sport of soccer.

11 (i) The GFA *shall* regularly maintain the grounds, including trash and
12 debris removal, mowing the grass, cutting and trimming and pruning and shrubbery
13 as necessary to ensure an attractive surrounding.

14 (j) The GFA *shall*, if applicable, repair, paint and maintain all
15 improvements in attractive and functional condition.

16 **Section 4. Access to Soccer Facilities by GDOE.** As a condition for the
17 Guam Football (Soccer) Association and its contributors under this authorization,
18 the soccer facilities referenced under Section 2 must be available to the Guam
19 Department of Education students in accordance with the Memorandum of
20 Agreement Between GFA, GDOE, and Guam Waterworks Authority governing use
21 of the property. The GFA further agrees:

22 (a) To reserve the Natural Grass Pitch for exclusive GDOE usage during
23 normal school hours on weekdays at no charge;

24 (b) To provide GDOE a key to the gate accessing the Natural Grass Pitch;

25 (c) To allow GDOE use of the Natural Grass Pitch for emergency
26 evacuations at no charge;

1 (d) To keep GWA and GDOE informed on all phases of construction, in
2 particular, construction in the area where students enter and exit the Natural Grass
3 Pitch from the school.

4 (e) To allow GDOE use of the Natural Grass Pitch for interscholastic league
5 practices three (3) weekdays a week during the school year, not to exceed 4:30 pm
6 and at no charge subject to advanced scheduling per Section 3c.

7 (f) To negotiate with GDOE a field usage rate lower than the normal rate for
8 home field matches or additional usage subject to advanced scheduling per Section
9 3c.

10 **Section 5. Rental.** The GFA Agrees to pay the annual rental sum of
11 one dollar (\$1.00) per year to the GDOE, to be paid yearly in advance, commencing
12 upon the effective date of the MOA and continuing on the 1st day of each year
13 thereafter for the remainder of the MOA.