


I MINA'TRENTAI SINGKO NA LIHESLATURAN GUÅHAN
2020 (SECOND) Regular Session
LEGISLATIVE SESSION VOTING RECORD

NAME	Aye	Nay	Not Voting/ Abstained	Out During Roll Call	Absent	Excused
Bill No. 402-35 (COR) As amended by the Committee on Heritage and the Arts, Parks, Guam Products, Hagåtña Revitalization, Self-Determination, and Regional Affairs; and further amended on the Floor.	Speaker Antonio R. Unpingco Legislative Session Hall Guam Congress Building December 17, 2020					
Senator William M. CASTRO	✓					
Senator Régine Biscoe LEE	✓					
Senator Kelly G. MARSH (TAITANO), PhD	✓					
Senator James C. MOYLAN	✓					
Senator Louise B. MUÑA	✓					
Speaker Tina Rose MUÑA BARNES	✓					
Vice Speaker 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 "Pedo" TERLAJE	✓					
Senator Therese M. TERLAJE	✓					
Senator Mary Camacho TORRES	✓					

TOTAL:	14	0	0	0	0	1
	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

I MINA'TRENTAI SINGKO NA LIHESLATURAN GUÅHAN
2020 (SECOND) Regular Session

Bill No. 402-35 (COR)

As amended by the Committee on Heritage and the Arts, Parks, Guam Products, Hagåtña Revitalization, Self-Determination, and Regional Affairs; and further amended on the Floor.

*

Introduced by:

Tina Rose Muña Barnes
Amanda L. Shelton
Kelly Marsh (Taitano), PhD

AN ACT TO AUTHORIZE THE EXTENSION OF TERMS OF AGREEMENTS BETWEEN THE DEPARTMENT OF PARKS AND RECREATION AND THE GUAM FOOTBALL (SOCCER) ASSOCIATION CONCERNING GOVERNMENT OF GUAM PROPERTIES RECOGNIZED AS THE GUAM FOOTBALL (SOCCER) ASSOCIATION NATIONAL TRAINING CENTER IN *DEDEDO* AND THE SOUTHERN SPORTS COMPLEX IN *AGAT*.

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 is a duly registered non-profit
4 organization engaged in the development and promotion of sports activities,
5 especially in the sport of soccer. The Guam Football (Soccer) Association has been
6 a member of the *Fédération Internationale de Football Association* (FIFA) since
7 1996, and has been successful in obtaining grants from FIFA, which it has used to

1 build more sports facilities on Guam and initiate programs to develop the youth of
2 Guam.

3 *I Liheslaturan Guåhan* further finds that in order to attain further funding from
4 FIFA, the Guam Football (Soccer) Association requires at least twenty (20) years
5 remaining on its agreements with the Department of Parks and Recreation.

6 Furthermore, *I Liheslaturan Guåhan* finds that the public-private partnership
7 between the Guam Football (Soccer) Association and the government of Guam
8 initiated through Public Law 24-33 in 1997 and Public Law 30-3 in 2009, via the
9 Department of Parks and Recreation, has proven to be the most expeditious and cost
10 effective method in the development of an impressive sports facility—namely a
11 soccer stadium for the island of Guam.

12 It is, therefore, the intent and desire of *I Liheslaturan Guåhan* to continue this
13 partnership by providing the Guam Football (Soccer) Association the means to
14 secure additional grants from FIFA in the development of facilities that meet the
15 international competition standards of the appropriate governing bodies.

16 **Section 2. Extension of Term for the Guam Football (Soccer)**
17 **Association National Training Center Soccer Facility.**

18 (a) Notwithstanding any other provision of law, *I Liheslaturan Guåhan*
19 hereby approves an extension of the term of the license agreement between the
20 Department of Parks and Recreation and the Guam Football (Soccer) Association on
21 a portion of Lot No. 10142-NEW, *Dededo*, as provided within Public Law 24-33 for
22 a total period of up to twenty (20) years, subject to the execution by *I Maga'hågan*
23 *Guåhan*, attested by *I Sigundo Maga'låhen Guåhan*, and approval as to form by the
24 Attorney General of Guam, pursuant to 21 GCA § 60114(c).

25 (b) All references to the unsubdivided portion of Lot No. 10142-NEW,
26 *Dededo* as provided within Public Law 24-33 shall be henceforth referenced by its
27 subdivided delineation more particularly described as:

1 **Lot No. 10142 NEW-4**, located within the municipality of Dededo,
2 belonging to the government of Guam, Estate No. 76464, with the last
3 filed Certificate of Title No. 115954, delineated within D.L.M. Map
4 No. 13387 and filed as D.L.M. Instrument Number 788675 recorded at
5 the Department of Land Management, Office of the Recorder,
6 containing an area of +79,596 square meters or 19.6 acres.

7 (c) The term of the license agreement for the original premises shall be
8 extended under the same terms, covenants, and conditions contained in the original
9 license agreement, except to the extent specifically modified by this Act, so that the
10 term of the license agreement shall expire on the extended-term expiration date or
11 on such earlier date upon which the term of the license agreement shall expire, be
12 canceled, or terminated pursuant to any of the conditions or covenants of the license
13 agreement or pursuant to law. The assignment of the license agreement shall require
14 the concurrence of *I Liheslaturan Guåhan*.

15 (d) The Guam Football (Soccer) Association shall hold the government of
16 Guam harmless and shall indemnify and waive any claim it may have arising out of
17 the use of the licensed premises, and releases and exculpates the government of
18 Guam for any liability in connection with the use of the licensed premises.

19 (e) The Guam Football (Soccer) Association shall comply with all laws
20 applicable in the use of the premises.

21 (f) Any debt whatsoever incurred by the Guam Football (Soccer)
22 Association shall not be a debt of the government of Guam. The government of
23 Guam's share of revenues collected on the use of the premises shall be deposited in
24 the Public Recreation Services Fund.

25 **Section 3. Extension of Term for the Southern Sports Complex.**

26 (a) Notwithstanding any other provision of law, *I Liheslaturan Guåhan*
27 hereby approves an extension of the original term of the Memorandum of

1 Agreement (MOA) between the Department of Parks and Recreation and the Guam
2 Football (Soccer) Association on a portion of Lot No. 477, *Agat*, as provided within
3 Public Law 30-3, for an additional six (6) years, for a total period of up to thirty-one
4 (31) years, with the option to renew for an additional twenty-five (25) years as
5 provided in Section 2 of the MOA, which amounts to a total of fifty-six (56) years,
6 subject to the execution by *I Maga'hågan Guåhan*, attested by *I Sigundo Maga'låhen*
7 *Guåhan*, and approval as to form by the Attorney General of Guam, pursuant to 21
8 GCA § 60114(c).

9 (b) All references to the unsubdivided portion of Lot No. 477, *Agat*, as
10 provided within Public Law 30-3 shall be henceforth referenced by its subdivided
11 delineation more particularly described as:

12 **An undivided portion of Lot No. 477-R1**, located within the
13 municipality of Agat, belonging to the government of Guam, identified
14 as the “Southern Sports Complex” in the exhibit known as the
15 Government of Guam Reserved Lands List, which is annexed to
16 Section 2(b) of Public Law 22-18, containing a subdivided area of
17 +104,697 square meters or 25.87 acres.

18 (c) The term of the MOA for the original premises shall be extended under
19 the same terms, covenants, and conditions contained in the original MOA, except to
20 the extent specifically modified by this Act, so that the term of the MOA shall expire
21 on the extended-term expiration date or on such earlier date upon which the term of
22 the MOA shall expire, be canceled, or terminated pursuant to any of the conditions
23 or covenants of the MOA or pursuant to law. The assignment of the MOA shall
24 require the concurrence of *I Liheslaturan Guåhan*.

25 (d) The Guam Football (Soccer) Association shall hold the government of
26 Guam harmless and shall indemnify and waive any claim it may have arising out of

1 the use of the premises, and releases and exculpates the government of Guam for
2 any liability in connection with the use of the premises.

3 (e) The Guam Football (Soccer) Association shall comply with all laws
4 applicable in the use of the MOA premises.

5 (f) Any debt whatsoever incurred by the Guam Football (Soccer)
6 Association shall not be a debt of the government of Guam. The government of
7 Guam's share of revenues collected on the use of the premises shall be deposited in
8 the Public Recreation Services Fund.

9 **Section 4. Severability.** If any provision of this Act or its application to any
10 person or circumstance is found to be invalid or contrary to law, such invalidity shall
11 not affect other provisions or applications of this Act that can be given effect without
12 the invalid provision or application, and to this end the provisions of this Act are
13 severable.