

LOURDES A. LEON GUERRERO
MAGA'HÅGA • GOVERNOR



JOSHUA F. TENORIO
SIGUNDO MAGA'LÅHI • LIEUTENANT GOVERNOR

Via Hand Delivery and
Email: speaker@guamlegislature.org

January 23, 2020

HONORABLE TINA ROSE MUÑA BARNES

Speaker

I Mina'trentai Singko Na Liheslaturan Guåhan

35th Guam Legislature

Guam Congress Building

163 Chalan Santo Papa

Hagåtña, Guam 96910

Re: Memorandum of Agreement Between the Government of Guam and the United States Department of the Treasury Bureau of the Fiscal Service

Dear Madame Speaker:

Our *manåmko'* have walked a long road toward receiving recognition for their experiences during the Japanese occupation. Along the way, we have had strong advocates such as my predecessors, our delegates to congress, members of our Legislature past and present who had worked tirelessly to lay the foundation for the path that we can finally see an end to today. And as I sign this Memorandum of Agreement with the United States Department of Treasury, I must say that I am proud and appreciative of how our two branches have collaborated to achieve what critics have repeatedly doubted and intervened to prevent. Together, we have shown those who we serve that there is a way to govern for the sole benefit of our people.

Pursuant to Public Law 35-61, I hereby transmit this Memorandum of Agreement to the Legislature.

Senseremente,

A handwritten signature in black ink, appearing to read "Lourdes A. Leon Guerrero".

LOURDES A. LEON GUERRERO

Maga'hågan Guåhan

Governor of Guam

Enclosure(s): Agreement

cc via email: *Sigundo Maga'låhen Guåhan*

**MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNMENT OF GUAM
AND
THE UNITED STATES DEPARTMENT OF THE TREASURY
BUREAU OF THE FISCAL SERVICE**

**ARTICLE I
PARTIES AND PURPOSE**

This Memorandum of Agreement (MOA) is entered into between the Government of Guam (GovGuam) and the United States Department of the Treasury, Bureau of the Fiscal Service (Fiscal Service), to assist GovGuam in carrying out its plan to make payments to certain living persons whose claims have been adjudicated under the Guam World War II Loyalty Recognition Act, Public Law 114-328, Title XVII (the Act). These payments, using GovGuam funds, are provided for under Guam Public Law 35-61.

**ARTICLE II
DEFINITIONS**

1. For purposes of this MOA:
 - a. "Compensable Guam Victim(s)" means an individual who was not deceased as of the date of enactment of the Act and who is determined under section 1705 of the Act to have suffered, as a result of the attack and occupation of Guam by Imperial Japanese military forces during World War II, or incident to the liberation of Guam by United States military forces, any of the following: (A) rape or severe personal injury (such as loss of a limb, dismemberment, or paralysis; (B) forced labor or a personal injury not under subparagraph (A) (such as disfigurement, scarring, or burns); or (C) forced march, internment, or hiding to evade internment.
 - b. The term "GovGuam Payment Program" means a program that GovGuam established under Guam Public Law 35-61 to pay certain Compensable Guam Victims with adjudicated claims under the Act.

**ARTICLE III
RESPONSIBILITIES**

2. Fiscal Service will:
 - a. Contact Compensable Guam Victims who were awarded compensation on or before January 17, 2020, by the U.S. Department of Justice for claims submitted under the Act. Such contact will (i) use information provided by the U.S. Department of Justice in connection with each adjudicated claim, and (ii) consist of a cover letter and a

release form (the Release Form) that are substantially similar to Exhibits A and B to this MOA.

- b. Prepare a list of the Compensable Guam Victims described in subparagraph 2.a who consented, using the Release Form, to allow Fiscal Service to share their personal information and award amount with GovGuam in connection with the GovGuam payment program.
- c. Provide the list of Compensable Guam Victims described in subparagraph 2.b to GovGuam, including their names, addresses, and award amounts, for the purpose of facilitating the administration by GovGuam of the GovGuam Payment Program.
- d. Review claimant documentation at GovGuam's request to determine whether the documentation is complete and otherwise meets Fiscal Service's requirements.

3. GovGuam will:

- a. Determine, in its sole discretion, which Compensable Guam Victims are eligible to receive a payment of local funds from GovGuam.
- b. Answer any inquiries from Compensable Guam Victims regarding the payment program and assist them in preparing all documents necessary for the GovGuam Payment Program, including the Release Form and Assignment of Claim Form attached to this MOA as Exhibits B and C.
- c. Use the Release Form and Assignment of Claim Form that are attached to this MOA as Exhibits B and C. Fiscal Service reserves the right to reject any other release or claim assignment form.
- d. Pay 100% of each adjudicated award to the relevant Compensable Guam Victim who assigns his or her claim to GovGuam.
- e. Refrain from making any representation to any person or entity that the GovGuam Payment Program is sponsored, endorsed, or otherwise approved by the United States Department of Treasury or any of its components.
- f. Provide Fiscal Service with all executed Assignment of Claim Forms.
- g. Provide Fiscal Service with timely notice of amounts paid by GovGuam to each Compensable Guam Victims, and other information Fiscal Service requires about the Guam Payment Program, when requested.

**ARTICLE IV
AMENDMENTS**

- 4. This MOA may be amended at any time by written agreement between the parties.**

**ARTICLE V
ACKNOWLEDGEMENTS**

- 5. GovGuam acknowledges that Compensable Guam Victims are not required by federal or local law to assign their federal claims to GovGuam, and that the United States Department**

of the Treasury and its components do not sponsor, endorse, or approve the GovGuam Payment Program.

6. GovGuam acknowledges that Fiscal Service cannot pay any claim assigned to GovGuam until Fiscal Service has verified that the assignment and claim are valid and that appropriated funds are legally available to pay the claim.
7. GovGuam and Fiscal Service acknowledge that (a) nothing in this MOA obligates the expenditure of funds by either party, (b) each party is responsible for its own compliance with applicable laws and regulations, and (c) nothing in this MOA requires either party to take any action that would violate any applicable legal requirement.
8. GovGuam acknowledges that the federal payment of an assigned claim may be offset for debts owed by the assignor, as required by federal law, and that the amount of any offset cannot be determined until the payment is made. Any such offset will not be deemed a violation of this MOA.

ARTICLE VI

THIRD PARTY RIGHTS

9. This MOA does not create any rights, express or implied, in any person not a party to the MOA.

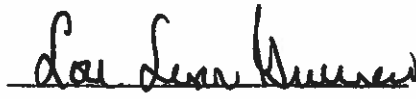
ARTICLE VII

EFFECTIVE DATE AND TERMINATION

10. This MOA will take effect when it has been signed by the Governor of Guam and the Commissioner of the Bureau of the Fiscal Service. This MOA may be terminated by either party unilaterally by written notice to the other party, or by written agreement between the parties. If either party intends to terminate the MOA unilaterally, that party will endeavor to provide adequate notice under the circumstances.



Timothy E. Grubben
Commissioner
Bureau of the Fiscal Service
United States Department of the Treasury



Lourdes A. Leon Guerrero
I Maga'hagan Guahan
Governor of Guam

- Exhibit A:** Cover Letter to be addressed to Compensable Guam Victims
Exhibit B: Release Form

Exhibit C: Assignment of Claim Form

EXHIBIT A
COVER LETTER TEMPLATE



**DEPARTMENT OF THE TREASURY
BUREAU OF THE FISCAL SERVICE**

January X, 2020

«Claimant_First» «Claimant_Middle» «Claimant_Last»
«Claimant_Street»
«Claimant_City», «Claimant_State» «Claimant_Zip»

Re: Award to: «Claimant_First»
«Claimant_Middle» «Claimant_Last»
Claim No: «Claim_Number»

Dear «Claimant_First» «Claimant_Middle» «Claimant_Last»:

The Foreign Claims Settlement Commission (FCSC) at the U.S. Department of Justice has reached a final decision on the claim you submitted under the Guam Foreign Claims Program, and authorized the U.S. Department of the Treasury to make a payment to you when funds are available. At this time, the U.S. Congress has not appropriated funds to pay any awards under this program.

Because federal funds are not currently available, the government of Guam has established a local program under P.L 35-61 to pay certain claimants under the Guam World War II Loyalty Recognition Act. You may be eligible to receive a payment from Guam in lieu of a payment from the U.S. Department of the Treasury.

If you give us permission, we will send your name, address, and information about your claim to the Government of Guam's Department of Administration, which will provide you with more information. A consent form is attached to this letter. Your participation is entirely voluntary. The U.S. government is not involved in administering Guam's alternative payment program.

Guam has established a website to answer questions about the payments it plans to make, which is available here: warclaims.guam.gov. You can also contact the Department of Administration for more information at guamwarclaims@guam.gov.

Sincerely,
Bureau of the Fiscal Service

EXHIBIT B
RELEASE FORM



AUTHORIZATION FOR RELEASE OF INFORMATION

Return by mail to: U.S. Department of the Treasury
Bureau of the Fiscal Service
Judgment Fund Branch, Mail Stop T4-B
PO Box 1328
Parkersburg, WV 26106-1328

Return by fax to: 1-866-920-0879

Return by email to: Judgment.Fund@fiscal.treasury.gov

1. TO: U.S. Department of the Treasury, Bureau of the Fiscal Service
FROM: [Claimant Name]
[Mailing Address]
[Claim Number]
[Decision Number]

1. I authorize the Fiscal Service, its employees, agents, and contractors, to disclose to the Government of Guam, Department of Administration, any and all information related to my award from the Foreign Claims Settlement Commission pursuant to the Guam World War II Loyalty Recognition Act, Pub. L. 114-328. This information will be used by the Government of Guam to contact me about a payment in lieu of my award. I understand that my authorization is voluntary and will not affect the award I am authorized to receive when federal funds are available.
2. The U.S. Department of the Treasury, Bureau of the Fiscal Service, its employees, agents, and contractors, are not required to inform me of disclosures made under this authorization.
3. This authorization will be valid for 6 months from the date of signing, unless sooner revoked by me in writing and the revocation is received and processed by Fiscal Service at this address: Supervisor, Judgment Fund Branch, Mail Stop T4-B, P.O. Box 1328, Parkersburg, West Virginia 26106-1328.
4. A photocopy, fax, or email copy of this signed authorization has the same force and effect as an original.

I certify under penalty of perjury that I am the award recipient listed above or authorized to act on that person's behalf. I understand that collection of this information is authorized by 5 U.S.C. § 552a and that this information will be used to process a payment in lieu of my award. I understand that this information will be disclosed to the Government of Guam, Department of Administration.

Signature

Date

Printed Name

Printed Title of Person Authorizing Disclosure

EXHIBIT C
ASSIGNMENT OF CLAIM FORM

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment") is between [Claimant] ("Claimant") and the government of Guam ("Guam").

Claimant received a final adjudicated award of [insert correct amount -- \$10,000, \$12,000, or \$15,000] from the Foreign Claims Settlement Commission for a claim authorized by the Guam World War II Loyalty Recognition Act (the "Recognition Act"). Under the Recognition Act, the Claimant is entitled to payment from the U.S. Treasury Department ("Treasury") when funds are legally available.

Claimant agrees to assign his or her claim for payment of [insert correct amount -- \$10,000, \$12,000, or \$15,000] (the "Assigned Sum") to Guam in exchange for a payment from Guam, as authorized by Guam Public Law 35-61, under the following terms:

1. **Assignment.** Claimant assigns to Guam all rights, title, and interest of Claimant in Claimant's claim for payment pursuant to the Recognition Act. Claimant further authorizes, empowers, and directs the Treasury or any department thereof to pay to Guam the Assigned Sum.
2. **Assumption.** Guam accepts the assignment of, and assumes, all rights, title, and interest of Claimant in Claimant's claim for payment pursuant to the Recognition Act.
3. **Payment.** In consideration for the rights to Claimant's claim for payment, Guam agrees to pay Claimant [insert correct amount -- \$10,000, \$12,000, or \$15,000]. Guam agrees to pay Claimant within [] days after the Effective Date of this Assignment or [] days after receipt of payment information supplied by the Claimant, whichever is later.
4. **Governing Law.** This Assignment will be governed by and construed in accordance with federal law.
5. **Successors and Assigns.** This Assignment will be binding upon the parties to the agreement and their respective successors.
6. **Signature and Effective Date.** If the government of Guam accepts this Assignment, an authorized representative of Guam will sign the Assignment after it has been signed by the Claimant. The Assignment will be effective on the Effective Date, which is the date of the Guam representative's signature. The Assignment cannot be revoked after the Effective Date, unless both parties agree in writing.
7. **Complete Agreement.** This Assignment contains all the terms of the agreement between the Claimant and Guam. No other terms apply.
8. **Modifications.** The terms of this Assignment cannot be modified unless both parties agree in writing.

The Claimant (or Claimant's representative) and Guam acknowledge the terms of this Assignment and agree to be bound by them. If the Claimant's representative is signing the Assignment on behalf of the Claimant, the representative must attach a valid power of attorney.

CLAIMANT

(All information below must be provided)

Sign Name: _____

Print Name: _____

Claim Number _____ Decision Number _____

Social Security Number _____

Sworn to before me a notary for and of the territory or state of

_____, this _____, day _____, 20____.

Notary Public

GUAM

By: _____

Name: _____

Title: _____

Effective Date: _____

Guam Control Number: _____