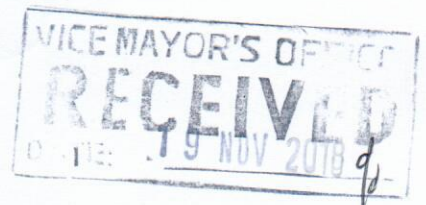


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FOURTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON NOVEMBER 15, 2018

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Vincent L. Rama,	SP Member, Majority Floor Leader
Benjamin S. Pongos, Jr.,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
Gregorio G. Yrastorza III,	SP Member
John Eulalio Nepomuceno O. Aparis II,	SP Member
	Minority Floor Leader
Lea Doris C. Villar,	SP Member, Asst. Minority Floor Leader
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc
Jasper C. Yerro,	Ex-Officio SP Member, Chapter President, Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:

Tomas R. Serafica,	(Acting City Mayor), SP Member, Asst. Majority Floor Leader
Nolito M. Quilang,	(O.B. - Cebu), SP Member

ON LEAVE:

Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
---------------------	--

RESOLUTION NO. 2018-281

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING MAYOR
TO ENTER INTO AND SIGN A MEMORANDUM OF
AGREEMENT (MOA), FOR AND ON BEHALF OF THE
LOCAL GOVERNMENT UNIT OF ORMOC (LGU-
ORMOC), WITH ROBINSONS LAND CORPORATION
(RLC) FOR THE MANAGEMENT AND OPERATION BY
LGU-ORMOC OF THE ORMOC CITY NORTH
TRANSPORT TERMINAL LOCATED AT LILIA AVENUE,
BARANGAY COGON, THIS CITY AND THEREBY
SUPERSEDING SP RESOLUTION NO. 2017-217.**

WHEREAS, an Indorsement was forwarded to this august Body from the Office of the City Mayor dated January 24, 2018 requesting authority for the City Mayor to enter into and sign the MOA with RLC for the management and operation of the Ormoc City North Transport Terminal located at Lilia Avenue, Barangay Cogon, Ormoc City, a photocopy of the final MOA and its corresponding annexes are hereto attached as Annex "A" and made integral parts hereof;

WHEREAS, Section 16 of Republic Act No. 7160, otherwise known as the "Local Government Code of 1991" (LGC), provides that every local government shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate or incidental for its efficient and effective governance, and those essential to the promotion of the general welfare, including preserving the comfort and convenience of their inhabitants;

WHEREAS, Section 17 of the LGC also provides for the exercise of Local Government Units (LGUs) of powers necessary for the efficient and effective provision of basic services and facilities such as adequate communication and transport facilities;

WHEREAS, further, Section 458 par. (5) (v) of the LGC states that the Sangguniang Panlungsod shall "Approve ordinances which shall ensure the efficient and effective delivery of the basic services and facilities as provided for under Section 17 of this Code, and in addition to said services and facilities, shall: xxx (v) Regulate the use of streets, avenues, alleys, sidewalks, bridges, parks and other public places and approve the construction, improvement, repair and maintenance of the same; establish bus and vehicle stops and terminals or regulate the use of the same by the privately-owned vehicles which serve the public" xxx;

WHEREAS, it has been widely observed, and correctly at that, that the City is becoming a rapidly developing locality characterized by an increase in the number of Public Utility Vehicles (PUVs) serving various routes and destinations and the continuous mobility and influx of more and more people owing to an increase in the civilian population, leading, among other problems, to traffic congestion problems in and around the City, and thereby necessitating the establishment of a public transport terminal that is strategically located outside the City's center to alleviate aforementioned concerns;

WHEREAS, in response to the foregoing, this Sanggunian had passed City Ordinance No. 035, Series of 2017, otherwise known as the "Ormoc City North Transport Terminal Ordinance of 2017", as Amended, with the main objective of easing traffic congestion in the main thoroughfares of the City and providing the public of a new regulated, systematic, convenient, safe and comfortable public transport terminal;

WHEREAS, RLC, one of the Philippines' leading real estate companies, which is also involved in the development and operation of shopping malls and hotels had constructed a Robinsons Place Ormoc, a large shopping mall in Barangay Cogon, Ormoc City, as part of their corporate social responsibility to the City, had also constructed nearby a modern and adequate public transport terminal with the construction costs all at their account, and subsequently, bestowed upon the City the sole function and responsibility of operating the same at no rentals or charges at all to the latter;

WHEREAS, the City is grateful and appreciative of such act of benevolence by RLC, and accepts the gesture offered by Robinsons to manage, supervise and regulate the day-to-day operations of the Terminal, with all revenues related to said operations accruing to the City;

WHEREAS, for the continuous growing population and economic growth of the City, it is imperative to prescribe and establish the policies and rules and regulations governing the Terminal thru the subject MOA, including the responsibilities to be undertaken by the Parties thereto, purposely for the Terminal's smooth, orderly and efficient management and operations, which ultimately is geared towards the noble end of promoting the general welfare, public safety and security of the City's constituents;

WHEREAS, Section 22 (c) of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, states that no contract may be entered into by the local chief executive on behalf of the local government unit without prior authorization by the Sanggunian concerned;

WHEREAS, there is a need, therefore, to pass a resolution of authority for the City Mayor to enter and sign, for and on behalf of the LGU-Ormoc, the subject MOA with RLC for the accomplishment of aforementioned objectives;

WHEREAS, upon perusal of the draft MOA, the Assistant City Legal Officer, Atty. Jesus Manuel Horca, III, in a letter dated October 23, 2018, respectfully forwarded to the Office of the Chairman of this Sanggunian's Committee on Laws and Ordinances, for consideration, comments and recommendations on the draft MOA, and finding otherwise that the same is not contrary to law, morals, good customs, public policy and public order, a copy of said letter is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, upon perusal by this Sanggunian, the subject MOA is found to clearly and plainly encapsulate the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same;

WHEREAS, this Sanggunian, upon further thorough review, finds that overall the MOA is favorable and advantageous to the City as it: allows the management and operations of the Terminal by LGU-Ormoc at no rentals and charges against it at a strategic location at the northern area of the City in accordance with the current City Development Plan; effectively addresses the traffic problems and congestion that the City and its inhabitants are experiencing; prescribes standards for the establishment, maintenance of facilities, roles and responsibilities of the Parties thereto for the safety, protection, comfort and convenience of persons and property within Terminal; and finally, it benefits LGU-Ormoc of much-needed revenues from the Terminal operations, altogether meriting, therefore, this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Benjamin S. Pongos Jr., Chairman, Committee on Laws & Ordinances and SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Transportation, Communication, Information Technology & Public Information, severally seconded by SP Members Vincent L. Rama, Esteban V. Laurente and Jasper C. Yerro; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING MAYOR TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA), FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH ROBINSONS LAND CORPORATION (RLC) FOR THE MANAGEMENT AND OPERATION BY LGU-ORMOC OF THE ORMOC CITY NORTH TRANSPORT TERMINAL LOCATED AT LILIA AVENUE, BARANGAY COGON, THIS CITY AND THEREBY SUPERSEDING SP RESOLUTION NO. 2017-217;

ADOPTED, November 15, 2018.


RESOLVED, FURTHER, that a copy of the final and notarized Memorandum of Agreement (MOA) be furnished to this Sanggunian for its information and files;

RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez, the City Administrator, Mr. Vincent L. Emnas; the City Legal Office; Robinsons Land Corporation thru its General Manager, Commercial Center Division, Ms. Arlene G. Magtibay; the OIC-City Director, DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

Res. No. 2018-281

I HEREBY CERTIFY to the correctness of the foregoing resolution.


MARIA ANTONIETA G. CO HAT
(OIC - SP Secretary)
Supervising Administrative Officer

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer

DEMO COPY

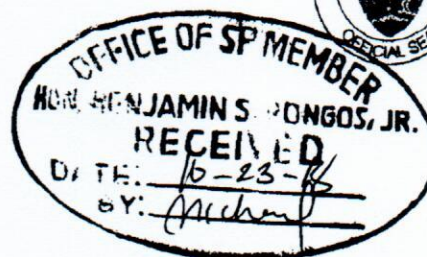
OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte



23 October 2018

ATTY. BENJAMIN S. PONGOS, JR.
SP Member
Sangguniang Panlungsod
LGU Ormoc



Re: Review of Draft MOA between LGU Ormoc and Robinsons Land Corporation (RLC)

References:

1. Letter to CLO dated 10 Oct 2018, requesting review of the terms and conditions of the aforementioned draft MOA.
2. Draft MOA between LGU Ormoc and RLC.

Dear SP Member Pongos:

Per reference 1, this Office has reviewed the terms and conditions of the draft MOA and herein renders the following comments and recommendations:

COMMENT 1: The Terms of Agreement states: *"One (1) year prior to the expiration of the agreement, the Parties may renegotiate the renewal or extension of the same."* It is noted that per the above provision, the City is only allowed two (2) options: 1) renewal of the agreement, or 2) extension thereof. It is the opinion of this Office that this particular provision improperly restricts the City into actions that prohibit it from terminating its relationship with RLC should the same be desirable or advantageous at the time the original term of the Agreement comes to an end. While IV(g) of the Agreement does provide the City the option to pre-terminate the same at any time after five (5) years from its effectivity, said option may be used against the City and be construed to not be available at the one (1) year period prior to the expiration of the Agreement.

RECOMMENDATION 1: This Office recommends that the second sentence of paragraph I (Terms of Agreement) be amended to read: *"One (1) year prior to the expiration of the Agreement, the Parties shall negotiate the renewal, modification, termination, or any other action thereon as may be agreeable."*

COMMENT 2: Paragraph II(h) states that RLC *"Shall have the right to deny access to PUV drivers who will be violating the Ormoc City North Transport Terminal Ordinance of 2017 xxx."* It is the opinion of the undersigned that RLC is neither within its rights nor competence to determine whether or not a violation of the aforementioned Ordinance has or will occur. A finding of violation of Ordinance 35 is better determined by the Terminal Management Office, as administrator of the Ormoc City North Transport Terminal per Sec. 4 of the Ordinance.

New Ormoc City Hall, Aunubing St., Cogon, Ormoc City
(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com

OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

RECOMMENDATION 2: This Office recommends that paragraph II(h) be amended to read: *"Shall have the right to deny Terminal access to PUV drivers who are found by the Terminal Management Office, or other such Ormoc City Department or Office that may be placed in charge of the Terminal, to be in violation of the Ormoc City North Transport Terminal Ordinance of 2017 xxx."*

COMMENT 3: Paragraph III(h) lists the following among the responsibilities of the City: *"The PUVs shall at all times not use the Terminal as a venue for making mechanical repairs."* There seems to be some error in the placement of this provision in that it is a prohibition on the part of the PUV drivers and operators and is clearly not a right or obligation of the City.

RECOMMENDATION 3: This Office recommends that paragraph III(h) be incorporated into the prohibitions listed in paragraph II(h) and be amended to read as follows: *"At no time shall PUV drivers and/or operators perform repairs on their vehicles while within the premises of the Terminal."*

The foregoing constitute the comments and recommendations of this Office on the draft MOA between LGU Ormoc and RLC. This Office otherwise finds said draft MOA to be to be not contrary to law, morals, good customs, public policy and public order.

For the consideration of the Office of the Honorable Benjamin S. Pongos, Jr.

For the City Legal Officer:

Most Respectfully,


ATTY. JESUS MANUEL A. HORCA III
City Govt. Asst. Dept. Head
Assistant City Legal Officer

New Ormoc City Hall, Aunubing St., Cogon, Ormoc City
(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is entered into by and among:

CITY GOVERNMENT OF ORMOC, a Local Government Unit (LGU) existing under the laws of the Republic of the Philippines, with office address at New Ormoc City Hall, Aunubing Street, Ormoc City, Leyte, Philippines, represented by its City Mayor, **MAYOR RICHARD I. GOMEZ**, hereinafter referred to as the CLGU, herein after referred to as the CITY OF ORMOC;

-and-

ROBINSONS LAND CORPORATION, a private corporation duly registered and existing under the laws of the Republic of the Philippines, with office address at the 2nd Floor, Galleria Corporate Center, EDSA Cor. Ortigas Avenue, Quezon City, represented herein by its General Manager, Commercial Centers Division, **MS. ARLENE G. MAGTIBAY**, herein after referred to as ROBINSONS;

WITNESSETH:

WHEREAS, for the convenience and safety of the riding public and tourists who, after malling and shopping, can easily take a ride bringing with them their purchased goods and pasalubong items, inclusive as well of those riding public who come to Ormoc City from different parts of the region for various reasons;

WHEREAS, in line with this objective and as part of the corporate civic consciousness, ROBINSONS offers the CITY OF ORMOC, construction of a facility or terminal at no expense to the City Government provided that all specs and design shall be in conformity with general provisions of public convenience and public safety based on existing Building Code provisions and other pertinent laws, laws and rules and regulations;

WHEREAS, the CITY OF ORMOC accepts the good gesture and offer of ROBINSONS and agrees to manage, supervise and regulate the day to day operations of the North Transport Terminal (Terminal) located in Lilia Avenue, Barangay Cogon, Ormoc City, to ensure public convenience and safety, said Terminal being lawfully established by the City Government by virtue of City Ordinance No. 35, Series of 2017, otherwise known as the Ormoc City North Transport Terminal Ordinance of 2017.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties herein do hereby accept and agree to undertake the following covenants:

I. Terms of Agreement

This agreement shall have a term of FIFTEEN (15) years to commence from the signing of this agreement and renewable as shall be mutually agreed upon by the parties.

II. Rights and Obligations of ROBINSONS:

1. Shall construct within Robinsons Place Ormoc, facilities and structures of a transportation terminal, at no expense to the City of Ormoc, including but not limited to the following:

- a) Parking bays;
- b) Ticket booths;
- c) Terminal Management Office;
- d) Waiting area;
- e) Separate Comfort Rooms for male and female;
- f) Baggage Counters;
- g) Stalls for rent;
- h) Drop-off Area; and,
- i) Appropriate and adequate information and directional signs.

The Terminal plans and designs shall be finalized in cooperation with the Office of the Building Official and City Engineering Office in conformity with existing provisions of the Building Code and other pertinent laws, rules and regulations and ordinances.

2. Shall be responsible for the repairs and maintenance of the Terminal buildings and structures that are constructed and provided by Robinsons, including repairs and restorative works of all other damages sustained by the same regardless of the cause attributable to them. Provided, further, that repairs and maintenance of facilities such as urinals, faucets, light bulbs, sinks and the like shall be shouldered by the City of Ormoc.
3. Shall have full control and sole authority for the leasing out of all commercial spaces/kiosks within and surrounding the North Transport Terminal, including full control and supervision over the tenants, agents and employees of the same; except, however, the leasing of the ticketing booths which shall be managed by the City of Ormoc, including all rentals relative thereto which shall accrue to the latter.
4. Shall allow the City of Ormoc to collect reasonable terminal fees, including other fees and charges related to or incidental to such authority granted, as well as to impose and collect fines and penalties from Public Utility Vehicles (PUVs) using the Terminal.
5. Shall allow the City of Ormoc to adjudicate traffic violations and settle all the disputes that may arise between and among the users and clientele of the Terminal.
6. Shall have the right to deny access to drivers who will be violating the Terminal rules and regulations, those found discourteous and dishonest to passengers or any other person, and those who have committed acts inimical to the interest of the Terminal and ROBINSONS.

III. Rights and Obligations of THE CITY OF ORMOC:

1. Shall be responsible to secure/obtain/pay all necessary government permit and licenses, as well as fees, charges and taxes necessary or related to the operation and maintenance of the Terminal, and shall comply with all the rules, laws statutes, ordinances and administrative regulations applicable to operation of transportation terminals.

2. Shall ensure that PUJs/Vans-for-Hire/mini-Buses/Buses that will be deployed to the Terminal shall have a valid, existing and updated vehicle registration documents, as well as franchise from the Land Transportation Office and The Land Transportation and Regulatory Board, respectively.
3. Shall manage and operate the Terminal and in consultation with ROBINSONS, prepare a public vehicle queuing procedure/plan to ensure an orderly and safe procedure in the loading and unloading of passengers within the Terminal.
4. Shall assign a sufficient number and competent traffic enforcers to the Terminal for the safety and security of passengers as well as for the general peace and order within and surrounding the Terminal premises.
5. Shall assign and deploy knowledgeable and trained dispatchers to the Terminal, seven days a week to include Saturdays, Sundays and Holidays.
6. Shall maintain the Terminal and its facilities in a clean, orderly and safe condition throughout the term of this Agreement. Specifically, it shall be in charge in the Terminal of the following:
 - 6.a Solid and liquid waste disposal;
 - 6.b Janitorial Service; and,
 - 6.c Security Service.
7. Shall pay the electrical, water and all other utility bills of the Terminal.
8. Shall implement the "No Illegal Vending Policy" within the vicinity of the Terminal.
9. Shall ensure that PUJs/Van-for-Hire/mini-Buses/Buses operators and drivers who will be using the Terminal are disciplined, honest and courteous to passengers and other persons and shall follow the rules and regulations of the Terminal, including subsequent ones that shall be imposed by Robinsons and/or the City of Ormoc.
10. Shall ensure that all PUJs/Van-for-Hire/mini-Buses/Buses shall be in good running condition and shall seek the assistance of the concerned government agencies in ensuring that said vehicles will not be emitting black poisonous exhaust gasses/fumes while in the Terminal and shall indicate clearly Robinsons Place Ormoc as their pick-up point and destination in their route information displayed on such vehicles;
11. Shall not sub-lease, cede or assign any part or portion of the Terminal, or enter into a contract or agreement with any third party involving the Terminal without the explicit written approval and consent of Robinsons, except as provided heretofore.

IV. Final Provisions

1. In the operation of the terminal, the City of Ormoc shall indemnify and hold Robinsons free and harmless from any and all claims, liabilities, suits, actions and/or demand, from which may be brought by any third person, including any claims or demand for loss or damage to property, or loss, injury or death to any person which may happen or occur within the Terminal, as well as non-observance by the City of Ormoc of any national or local rules, laws, statutes, ordinances and

administrative regulations; however, this particular rule shall not apply to persons under the control and supervision of Robinsons as provided heretofore.

2. Any amendment, alteration, or modification of this Memorandum of Agreement shall not be valid and binding unless and until made in writing and agreed upon by the PARTIES hereto.
3. Should any of the PARTIES fail to faithfully comply with any of its obligations as provided herein, compliant party shall have the right to terminate/cancel this Memorandum of Agreement effective sixty (60) days after receipt of written notice by erring party.
4. All questions, issues and disputes between and among PARTIES hereto shall be discussed and settled amicably by the PARTIES among themselves under the spirit of good faith and full openness in as much as possible.
5. In the event of failure to resolve the aforementioned issues and disputes despite their honest, diligent and efforts, the PARTIES agree to limit the venue of their Court action within the territorial jurisdiction of the City of Ormoc.
6. The provisions of City Ordinance No. 35, Series of 2017, otherwise known as the Ormoc City North Transport Terminal Ordinance of 2017, and including all amendments thereto, shall form part and parcel of this Memorandum of Agreement.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have hereunto affixed their signatures on this _____ day of _____ at Ormoc City, Philippines.

CITY GOVERNMENT OF ORMOC ROBINSONS LAND CORPORATION

By:

RICHARD I. GOMEZ
City Mayor

By:

ARLENE G. MAGTIBAY
Business Unit General Manager
Commercial Centers Division

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____) S.S

BEFORE ME, a Notary Public for and in
_____, this day of _____
2017, personally appeared:

Name Competent Evidence of Identity

Date/Place of issue

known to me and to me known to be same persons who executed the foregoing instrument and they acknowledged to me to be the same are their free and voluntary act and deed and that of the parties they represent.

WITNESS MY HAND AND SEAL on the date and the place first above written.

Doc. No.
Page No.
Book No.
Series of 2017