

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 29, 2018

PRESENT:

Leo Carmelo L. Locsin, Jr.	(Excused), City Vice Mayor & Presiding Officer
Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
Tomas R. Serafica,	SP Member, Asst. Majority Floor Leader
Benjamin S. Pongos, Jr.,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
Gregorio G. Yrastorza III,	SP Member
Nolito M. Quilang,	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:

Vincent L. Rama, (Acting City Mayor),
SP Member, Majority Floor Leader

RESOLUTION NO. 2018-307

A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA), FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH ROBINSONS LAND CORPORATION (RLC) FOR THE OPERATION OF THE ORMOC CITY NORTH TRANSPORT TERMINAL LOCATED AT ROBINSON'S MALL, LILIA AVENUE, BRGY. COGON, THIS CITY, THEREBY AMENDING SP RESOLUTION NO. 2018-281 DATED NOVEMBER 15, 2018.

WHEREAS, to recall, the City Mayor had been earlier granted authority to sign the Memoranda of Agreement by this Sanggunian thru SP Resolution No. 2018-281 dated November 15, 2018, entitled: "A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ 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 OPERATION OF THE ORMOC CITY NORTH TRANSPORT TERMINAL LOCATED AT ROBINSON'S MALL, LILIA AVENUE, BRGY. COGON, THIS CITY AND THEREBY SUPERSEDING SP RESOLUTION NO. 2017-217," a copy of which is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, upon perusal of the aforementioned Resolution and the attachments thereto, it was found that by inadvertence the attached copy of the MOA was not the final MOA that was jointly approved by the Committees on Laws and Ordinances and Transportation, Communication, Information Technology and Public Information in their final Joint Committee meeting, a copy of the final MOA is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, there is a need to correct the said error in order to properly have the correct and final MOA be passed so as to expedite the operations of the Ormoc North Transport Terminal and to address the traffic problems and congestion that the City and its inhabitants are experiencing, and which prescribes the standards for the establishment and maintenance of facilities, and the roles and responsibilities of each Party for the safety, protection, comfort and convenience of persons and property within the Ormoc City North Transport Terminal;

WHEREAS, upon again the examination of this Sanggunian, the subject MOA is found to be overall favorable and advantageous to the City as it: allows the management and operations of the Terminal by LGU-Ormoc at no rentals or 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 the necessary standards for the establishment and maintenance of facilities, and the roles and responsibilities of the Parties thereto, altogether, for the safety, protection, comfort, and convenience of persons and property within the Terminal; and, finally, it benefits the LGU-Ormoc of much-needed revenues arising from the Terminal operations, altogether heavily 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 and Ordinances, and SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Transportation, Communication, Information Technology and Public Information, severally seconded by SP Members Tomas R. Serafica, Gregorio G. Yrastorza III, Nolito M. Quilang, John Eulalio Nepomuceno O. Aparis II, 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 CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA), FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH ROBINSONS LAND CORPORATION (RLC) FOR THE OPERATION OF THE ORMOC CITY NORTH TRANSPORT TERMINAL LOCATED AT ROBINSON'S MALL, LILIA AVENUE, BRGY. COGON, THIS CITY, THEREBY AMENDING SP RESOLUTION NO. 2018-281 DATED NOVEMBER 15, 2018;

ADOPTED, November 29, 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 through its Senior Vice-President and General Manager, Arlene G. Magtibay and Ms. Floramie B. Adolfo, Senior Regional Operations Manager; the Office of the Building Official; the City Engineer's Office; the City Treasurer's Office; the Business Permits & Licensing Office; the OIC-City Director, DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.



I HEREBY CERTIFY to the correctness of the foregoing resolution.


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

ATTESTED:


MARIO M. RODRIGUEZ
Presiding Officer "Pro-Tempore"
SP Member

DEMO COPY

Annex A =

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

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**, herein after referred to as the "**CITY GOVERNMENT OF ORMOC**";

-and-

ROBINSONS LAND CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at the 11th floor, RLC Cyberscape Alpha, Sapphire and Garnet Roads, Ortigas Center, Pasig City, represented herein by its Senior Vice President and GM, **ARLENE G. MAGTIBAY**, herein after referred to as "**RLC**";

CITY GOVERNMENT OF ORMOC and **RLC** shall be jointly referred to as "Parties" and individually as "Party".

WITNESSETH:

WHEREAS, RLC owns and operates the Robinsons Mall chain of malls found all across the Philippines, which includes Robinsons Place Ormoc which is located in Barangay Cogon, Ormoc City;

WHEREAS, RLC as part of corporate civic consciousness has allotted approximately nine thousand six hundred forty (9,640) square meters of the commercial complex grounds of Robinsons Place Ormoc, as location for the construction of a public transportation terminal to be known as the North Transport Terminal (Terminal) which shall be built at no expense to the **CITY GOVERNMENT OF ORMOC**;

WHEREAS, the CITY GOVERNMENT OF ORMOC hereby accepts the good gesture and offer of **RLC** and agrees to accept and use the allotted grounds of Robinsons Place Ormoc to be used as location for the North Transport Terminal;

WHEREAS, the CITY GOVERNMENT OF ORMOC had enacted City Ordinance No. 035, Series of 2017, otherwise known as the Ormoc City North Transport Terminal Ordinance of 2017, which shall govern its duties and obligations in the day to day operations management, supervision and regulation over the Terminal;

WHEREAS, the CITY GOVERNMENT OF ORMOC is duly authorized by the Sangguniang Panlungsod ng Ormoc to enter into this Memorandum of Agreement, said Terminal being lawfully established by the City Government by virtue of said Ordinance;

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. One (1) year prior to the expiration of the agreement, the Parties may renegotiate the renewal or extension of the same.

II. **Rights and Obligations of RLC**

a. Shall allocate approximately nine thousand six hundred (9,640) square meters within the **Robinsons Place Ormoc** complex grounds and construct thereon a public transportation terminal to be known as the North Transport Terminal, at no expense to the **CITY GOVERNMENT OF ORMOC**. The Terminal shall include:

a.1. Parking bays;

1. Nine (9) slots for bus loading
2. Two (2) slots for bus unloading
3. Eleven (11) slots PUJ/Multicab Loading Area
4. Twelve (12) AUV loading area

a.2. Staging areas;

a.3. Queueing area;

1. Four (4) Slots PUJ, Four (4) Slots Multicab (South Side)
2. Seven (7) Slots Bus (North Side)
3. Five (5) Slots AUV Stand by Parking (West Side)
4. Six (6) Slots PUJ/Multicab Stand by Parking (West Side)

a.4. Ten (10) ticket booths;

a.5 Terminal management office;

a.6 Waiting area/customer lounge;

- a.7 Separate comfort rooms for male and female;
- a.8 Baggage counters;
- a.9 Drop-off area (5 tricycle slots);
- a.10 Appropriate and adequate information and directional signs

RLC shall allow the **CITY GOVERNMENT OF ORMOC** to operate and maintain the enumerated facilities of the Terminal free of any rentals or charges.

- b. Shall prepare plans necessary for the construction of the Terminal, which shall include:
 - b.1 Overall Site Development Plan (Annex A)
 - b.2 Blow-up Site Development Plan (Annex B)
 - b.3 1:200m Ground Floor Plan (Annex C)
 - b.4 Roof plan (Annex D)
 - b.5 Elevation and Sectional Details (Annex E)
 - b.6 Staging Area and Traffic Flow Plan (Annex F)

All the plans shall be approved by the Office of the City Engineer, the Office of the Building Official, and other concerned offices pursuant to the applicable ordinance, laws and rules and regulations.

- c. Shall be responsible for the repair and maintenance of the Terminal building and structure, including repairs and restorative works of all other damages sustained by it under its normal usage. Damage directly caused by the negligence or fault of the driver/s of the Public Utility Vehicles (PUVs) using the Terminal, however, shall be shouldered by the **CITY GOVERNMENT OF ORMOC**, without prejudice to its right to claim reimbursements for the costs of said damage from the responsible person(s);
- d. Shall be responsible in securing, obtaining and paying for Building Permits and all other ancillary permits, as well as fees, charges and/or penalties necessary or related to the construction of the Terminal;
- e. Shall have full control and sole authority for the leasing of commercial spaces/kiosks within and surrounding the Terminal provided, however, that all utility charges shall be borne by RLC or Tenant. **CITY GOVERNMENT OF ORMOC** 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 **RLC**. However the ticketing booths within and surrounding the Terminal shall be managed by the **CITY GOVERNMENT OF ORMOC** and all rentals and incomes relative thereto shall accrue to the latter;
- f. Shall allow the **CITY GOVERNMENT OF ORMOC** to collect reasonable Terminal fees, including other fees and charges from PUVs, the rates of which shall be in accordance with the Ormoc City North Transport Terminal Ordinance of 2017 which collected amounts shall accrue wholly to the CITY GOVERNMENT OF ORMOC;

- g. Shall allow the **CITY GOVERNMENT OF ORMOC** to adjudicate traffic violations, settle all the disputes that may arise between and among the users and clientele of the Terminal and to collect fines and penalties, which collected amounts shall accrue wholly to the CITY GOVERNMENT OF ORMOC;
- h. Shall apply directly with the local utility provider for connection relative to electricity, water and other utility requirements of the Terminal. All fees and charges relative to said connection (including meter deposit) shall be paid by RLC.

III. Rights and Obligations of THE CITY GOVERNMENT OF ORMOC.

- a. Shall administer, manage and operate the Terminal seven (7) days a week through the **CITY GOVERNMENT OF ORMOC's** Terminal Management Office (TMO) under the Office of the City Administrator, who shall be tasked to:
 - a.1 To maintain all the Terminal fixtures (e.g. urinals, toilet bowls, faucets, replacement of light bulbs, etc.) and keep the Terminal in a safe, clean and sanitary condition;
 - a.2 To formulate, adopt and enforce rules and regulations for orderly public utility vehicle (PUV) movements and parking inside the Terminal;
 - a.3 To keep the Terminal clear of vendors, peddlers, hawkers, vagrants and illegal occupants;
 - a.4 To maintain peace, security and order inside the Terminal;
 - a.5 To keep daily records of departures and arrivals of PUVs and the identification of PUV drivers; and,
 - a.6 Such other functions necessary, incidental or connected to the above duties, or as maybe ordered by the **CITY GOVERNMENT OF ORMOC.**
- b. Shall secure/obtain/pay all necessary government permit and licenses, public liability insurance, as well as other government fees, charges, penalties 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;
- c. Shall ensure that PUJs/Vans-for-Hire/mini-Buses/Buses and all PUVs that will be using or be deployed to the Terminal shall have a valid, existing and updated vehicle registration documents from the Land Transportation Office (LTO), as well as franchise from the Land Transportation and Franchising Regulatory Board (LTFRB);
- d. Shall assign a sufficient number of police / security personnel to the Terminal for the safety and security of passengers as well as for the general peace and order within the Terminal premises;

- e. Shall maintain the Terminal and its facilities in a clean, orderly and safe condition throughout the term of this Agreement;
- f. Shall pay all consumption and utility bills such as electricity, water, telecommunications and internet of the Terminal;
- g. 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 and other applicable ordinances and rules and regulations, those found to be discourteous and dishonest to passengers, those under the influence of alcohol, visibly untidy, or have committed acts inimical to the interest of the Terminal, the Mall or the Mall goers. The PUVs shall not illegally park their vehicle/s, or load and unload passengers on any part or portion of the Robinsons Place Ormoc complex grounds, other than those areas designated as such at the Terminal. At no time shall PUV drivers and/or operators perform repairs on their vehicles while within the premises of the Terminal; and,
- h. Shall not assign or transfer its rights to any third party unless with the written consent and approval of **RLC**.

IV. Final Provisions.

- a. In the operation of the Terminal, the **CITY GOVERNMENT OF ORMOC** shall hold **RLC** 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 GOVERNMENT 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 **RLC** as provided hereof, including those connected to or related with the operation of the commercial kiosks managed by **RLC**;
- b. 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;
- c. Should any of the Parties fail to faithfully comply with any of its substantial 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;
- d. 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;
- e. 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**;
- f. The provisions of City Ordinance No. 035, Series of 2017, otherwise known as the Ormoc City North Transport Terminal Ordinance of 2017, including

all its amendments thereto, shall form part and parcel of this Memorandum of Agreement;

g. The **CITY GOVERNMENT OF ORMOC** may, at its option, pre-terminate this Agreement at any time after five (5) years from its effectivity, upon a Resolution by the Sangguniang Panlungsod, that such a pre-termination shall be to the advantage of the City or for the best interest of the constituents. In which event the Terminal and its facilities shall revert back to the management, control and use of RLC".

h. RLC shall not be responsible for payment of real property taxes for the land, machinery, building, improvements, and driveway directly connected with the operations of the Terminal and its facilities for the duration of this 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:

By:

RICHARD I. GOMEZ
City Mayor

ARLENE G. MAGTIBAY
Senior Vice President and GM

SIGNED IN THE PRESENCE OF:

FLORAMIE B. ADOLFO
Senior Regional Operations Manager

ACKNOWLEDGMENT FOR CITY GOVERNMENT OF ORMOC

REPUBLIC OF THE PHILIPPINES)
_____) S.S

BEFORE ME, a Notary Public for and in
_____, this day of _____ 2018,
personally appeared:

Name Competent Evidence of Identity

Date/Place of issue

RICHARD I. GOMEZ

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 2018

ACKNOWLEDGMENT FOR ROBINSONS LAND CORPORATION

REPUBLIC OF THE PHILIPPINES)
_____) S.S

BEFORE ME, a Notary Public for and in _____,
this day of _____ 2018, personally appeared:

Name Competent Evidence of Identity

Date/Place of issue

ARLENE G. MAGTIBAY

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 2018