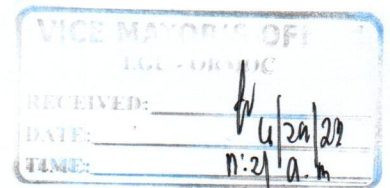
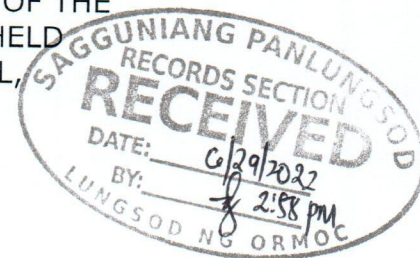


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON JUNE 27, 2022 IN LIEU OF
JUNE 28, 2022



PRESENT:

Leo Carmelo L. Locsin, Jr.
Roiland H. Villasencio,
Tomas R. Serafica,
Nolito M. Quilang,
Eusebio Gerardo S. Penserga,
Jasper M. Lucero,
Peter M. Rodriguez,
Vincent L. Rama,
Gregorio G. Yrastorza III,
Lalaine A. Marcos,
Esteban V. Laurente,

City Vice Mayor & Presiding Officer
SP Member, Majority Floor Leader
SP Member, Presiding Officer "Pro-Tempore"
SP Member, 1st Asst. Majority Floor Leader
SP Member, 2nd Asst. Majority Floor Leader

SP Member
SP Member
SP Member
SP Member
SP Member

Joan Marbie C. Simbajon,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

Ex-Officio SP Member, Chapter President,
Liga ng mga Barangay ng Ormoc
Ex-Officio SP Member, Chapter President,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2022-163

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN THE RENEWAL OF
THE MEMORANDUM OF AGREEMENT (MOA) FOR AND
ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF
ORMOC (LGU-ORMOC), WITH THE NATIONAL BUREAU
OF INVESTIGATION (NBI) AND THE ROBINSONS
LAND CORPORATION (RLC) RELATIVE TO THE
ESTABLISHMENT OF AN NBI SATELLITE OFFICE AT
ROBINSONS PLACE ORMOC, LILIA AVENUE,
BARANGAY COGON, THIS CITY**

WHEREAS, this august Body was in receipt of an Endorsement from the City Mayors Office, dated May 25, 2022, requesting for the issuance of a Resolution granting authority to the City Mayor or the Acting City Mayor to enter into and sign and execute a Memorandum of Agreement (MOA) with the National Bureau of Investigation (NBI) and the Robinsons Land Corporation (RLC) relative to the establishment of an NBI Satellite Office at Robinsons Place Ormoc. A copy of the said MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in view of the expiration of the previous MOA entered into by and among the LGU-Ormoc, NBI and RLC, the renewal of the NBI Satellite Office would address the current need and provide better services not only to Ormocanons but to neighboring cities and municipalities as well;

WHEREAS, the establishment of a Satellite Office will clearly facilitate and expedite the release and delivery of much needed clearance and related documents at a lesser cost for Ormocanons as there is a high volume of people acquiring and needing NBI clearances and the only NBI offices available to these applicants are in places far from Ormoc;

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 the inhabitants;

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, upon close and thorough review, this Sanggunian, finds that said request will be beneficial not only to Ormocanons, but also to residents of neighboring cities and municipalities as the establishment of the Satellite Office will speed up the process of obtaining NBI clearances, as well as, address the volume of people who need easy access to NBI's clearance services and lastly, allow the applicants substantial savings relative thereto and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Nolito M. Quilang, Chairperson, Committee on Laws and Ordinances, and SP Member Gregorio G. Yrastorza III, Chairperson of the Committee on Justice and Peace and Order, severally seconded by SP Members Tomas R. Serafica, Roiland H. Villasencio, Jasper M. Lucero and Joan Marbie C. Simbajon; 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 RENEWAL OF THE MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH THE NATIONAL BUREAU OF INVESTIGATION (NBI) AND THE ROBINSONS LAND CORPORATION (RLC) RELATIVE TO THE ESTABLISHMENT OF AN NBI SATELLITE OFFICE AT ROBINSONS PLACE ORMOC, LILIA AVENUE, BARANGAY COGON, THIS CITY;

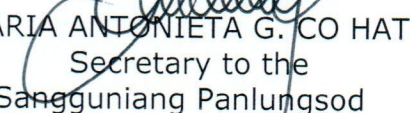
ADOPTED, June 27, 2022.

RESOLVED FURTHER, that copies 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 Officer; the National Bureau of Investigation (NBI) RO-8; Robinsons Land Corporation (RLC); the City Local Government Operations Officer-DILG; and all other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


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

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** is made and entered into this _____th day of _____, 2022, in _____, Philippines, by and between:

THE CITY GOVERNMENT OF ORMOC, a local government unit/public corporation duly organized and existing under the Local Government Code of the Republic of the Philippines with principal office address at 2nd/F City Hall Bldg, Anunbing Street, Brgy. Cogon Ormoc City, represented herein by its **HON. RICHARD M. GOMEZ MBA, DPA**, hereinafter referred to as "LGU";

and

NATIONAL BUREAU OF INVESTIGATION, a national government agency attached to the Department of Justice, duly organized and existing under the laws of the Republic of the Philippines, with principal office at NBI Building, Taft Avenue, Ermita, Manila, represented herein by its Officer-in-Charge, **ERIC B. DISTOR, CPA**, hereinafter referred to as "NBI";

and

ROBINSONSLAND CORPORATION, a corporation duly organized and existing under and by virtue of Philippine laws, with office address at 14th Floor, Cyberscape Alpha, Sapphire and Garnet Roads, Ortigas Center, Pasig City, represented herein by its Executive Vice President, **FARADAY D. GO**, hereinafter referred to as "RLC";

The LGU, NBI and RLC shall be jointly referred to as "Parties" and individually as "Party".

WITNESSETH:

WHEREAS, Parties through their respective authorized representatives signed a Memorandum of Agreement (**Annex A**) dated 2 August 2019 where **RLC** agreed to allocate a Mall space inside **Robinsons Place Ormoc** (the "Mall") as part of its **Robinsons Mall Lingkod Pinoy Center (RMLPC)** for **NBI** and **LGU** to put up and operate an **NBI Satellite Office** under a rent free arrangement;

WHEREAS, the **NBI Satellite Office** in **Robinsons Place Ormoc** has been helpful to many Ormoc residents as shown by the big turn-out of NBI clearance applicants and Parties would want to continue with the arrangement and renew the Memorandum of Agreement for the benefit of the general public;

Approved

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree and stipulate as follows:

Drafted by CLO

A. Responsibilities of the LGU:
Not contrary to laws, public

policy/morall shall continue to provide a minimum of five (5) support personnel to assist in the operation of the **NBI Satellite Office**, who shall act as :

Amendments/Revisions

Atty. Josephine A. Mejia-Romero
City Legal Officer

BY:

DATE:

Encoders:

Comments in red
on pages 1 and 4

- b. Biometrics operators; and
- c. Administrative staff.

The support personnel shall be under the direct employ of the LGU and shall perform their functions and duties from 8 am to 5 pm from Monday to Friday, excluding legal holidays and special non-working holidays. All the compensation and benefits due the support personnel shall be shouldered by the LGU to the exclusion of RLC and NBI;

2. Shall continue to supply all the printer ink / toner (e.g. Canon toner 324-ii) needs of the NBI Satellite Office;
3. Shall continue to pay RLC or the utility company the following expenses for individual utilities:
 - a. **Actual Power (electrical) consumption** – metered NBI Satellite Office for LGU account. (for monthly billing and collection based on actual electrical consumption or usage);
 - b. **Telephone Utilities** – (1 line - NBI Satellite Office) to be applied by LGU or NBI with utility company; and
 - c. **Internet connection.** – (To be applied by NBI or LGU with utility company.)

B. Responsibilities of NBI:

1. Shall continue to maintain over-all supervision and control over the day to day operations of the NBI Satellite Office. NBI shall exercise general supervision and control over all personnel assigned at the NBI Satellite Office at all times. NBI may recommend to LGU appropriate action (disciplinary or otherwise) to be taken against any LGU support personnel for any act of misconduct, negligence, infraction or violation committed at the NBI Satellite Office;
2. Shall continue to assign at least one (1) NBI employee to the NBI Satellite Office from 8 am up to 5 pm from Monday to Friday, excluding legal holidays and special non-working days, and will be able to provide the service as represented. The NBI employee will be primarily assigned as bonded cashier and/or authorized NBI representative. The NBI may assign an additional NBI employee who will act as Officer in Charge (OIC) of the NBI Satellite Office;
3. Shall continue to include in its official website an announcement that an NBI Satellite Office can be found in Robinsons Place Ormoc;
4. Shall return, together with the LGU, the Mall space and fixtures at the end of the term of the Agreement or its pre-termination, in good condition as that in which they were actually found at the beginning of the agreement, ordinary wear and tear excepted;
5. Shall notify RLC immediately of any discovered damage to the Mall space, their appurtenances as well as any occupation, usurpation or untoward act being committed, or threatened to be committed, within the Mall space.

ORMOC CITY LEGAL OFFICE

C. Responsibilities of RLC

Approved

1. Shall continue to provide a Mall space (approximately 45.86 square meters) within the Robinsons Place Ormoc for the NBI to put up an NBI Satellite Office;

Drafted by CLO

Not contrary to laws, public policy, moral

Amendments/Revisions:

Shall continue to waive rental fees, air-conditioning charges, CUSA (common usage service area) charges for the Mall space allocated to the NBI Satellite Office under the RMLPC;

Atty. Josepha A. Majia-Romero
City Legal Officer

DATE: 5/20/2014

5. Shall continue to allow **NBI Satellite Office** personnel who are included in the official list to be provided by **NBI** and the **LGU**, entry to the premises before Mall hours, subject to Mall rules and regulations;
6. Shall have the right to require the **NBI Satellite Office** to remove any display, decorative item, accessory, or thing which is inappropriate, improper or not connected with the services identified to be performed at the **RMLPC**.

D. Term: Three (3) years from signing of this Agreement.

E. Pretermination / Cancellation. This **MOA** may be terminated by any of the Parties anytime, provided that written notice thereof shall be served to the other Parties at least thirty (30) calendar days prior to its intended date of termination.

F. Non-Exclusivity. The Parties may freely enter into any similar agreement with other entities as they may deem beneficial to their respective interests.

G. Indemnification. The **LGU** and **NBI** understand and acknowledge that the services it will offer to the patrons, guests and tenants of the **Mall** and the general public shall be a transaction that is exclusively between the **LGU** and **NBI** and the client/s availing of its services. Thus, all attendant responsibilities and liabilities relating to the service shall be the sole burden and shall be for the sole account of the **LGU** and **NBI**.

RLC or any of its officers and employees shall not be responsible for any damage, injury, error or any complaint, in connection with the performance of the **LGU** and **NBI** at its allotted Mall space.

RLC shall likewise not be responsible for any incidence of robbery, theft, loss of personal effects of the **LGU** or **NBI** employees and support personnel, damage or destruction of the **NBI Satellite Office** computers, electronic equipment, furniture or any office implement located or to be found in the **RMLPC**.

It is likewise understood that the employee/s and support personnel tapped by the **LGU** and **NBI** to be posted in the **NBI Satellite Office** are not in any way connected with **RLC** hence any issue insofar as their salary, compensation, benefits and any other matter between employer and employee is strictly between the **LGU** and **NBI** and said employee/s and support personnel. Furthermore, **RLC** and the **Mall**, including its officers, directors, employees and representatives, shall not be responsible to answer for or be liable for the death, disability, injury, theft, harassment, sickness or any accident suffered by the employee/agency-hired personnel tapped by the **LGU** and **NBI**, while in the performance or exercise of their function/s at the **NBI Satellite Office**.

H. Miscellaneous Provisions. In case this **MOA**, or any part thereof, is found to be unconstitutional, illegal or invalid for any reason the remainder thereof not affected by declaration of invalidity shall remain in force and in effect.

REVIEWED:

ORMOC CITY LEGAL OFFICE

Supplies and personnel and employee/s of the **LGU** and **NBI** shall be wearing the official government identification card of the **LGU** and **NBI** and shall further allow themselves to be subjected to the usual security procedures of the **Mall**, including but not limited to body searches and bag inspection by the **Mall's** security guards. The **LGU** and **NBI** shall forward to **RLC** within five (5) days from the opening of the **NBI Satellite Office**, the name/s and address/es of the **NBI** and **LGU** employee or support personnel who will be assigned thereto. **LGU** and **NBI** shall apply for the employee and support personnel's individual **Mall** tenant identification card and shall submit the appropriate requirements as provided.

Not contrary to laws, public

policy, moral.

The **NBI Satellite Office** shall be kept in a clean and sanitary condition by utilizing plastic bags for the disposal of both dry and wet garbage. Unless garbage is contained in plastic bags, garbage will not be disposed in the authorized depository for collections.

Atty. Josephine A. Teja-Romero
City Legal Officer

BY: DATE: 5/28/2022

The pull out or bringing in of any machinery, office equipment, furniture or any other electronic device cannot be made without the prior written approval of **RLC**. It is hereby understood that the office furniture and equipment may only be moved, brought in, pulled-out or transferred to and from the allotted Mall space during non-mall hours.

IN WITNESS WHEREOF, the Parties, through their respective representatives, have affixed their signatures to this _____ day of _____, 2022 in _____, Philippines.

CITY(~~GOVERNMENT~~) OF ORMOC

NATIONAL BUREAU OF INVESTIGATION

By:

By:

^{I.}
RICHARD M. GOMEZ, MBA
City Mayor

ERIC B. DISTOR, CPA
NBI Officer-in-Charge

ROBINSONS LAND CORPORATION

By:

FARADAY D. GO
Executive Vice President

WITNESSES:

ATTY. JOSE JUSTO S. YAP
Deputy Director – ICTS

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public
policy, moral.

Amendments/Revisions

Atty. Josephine A. Mejia-Komara
City Legal Officer

DATE: 5/20/2022

ARLENE G. MAGTIBAY
SVP and General Manager

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public in and for the _____, this ____ day of _____, 2022, personally appeared:

NAME	Valid Govt. Issued ID	Expiry Date
Faraday D. Go		
Richard <u>M</u> . Gomez		
Eric B. Distor		

who have satisfactorily proven to me their identity through their identification stated above opposite their names, that they are the same persons who executed and voluntarily signed the foregoing Memorandum of Agreement which they acknowledged before me as their free and voluntary act and deed, that they are acting as the representatives/attorney-in-fact of their respective offices, and that they have authority to sign in such capacity.

The foregoing Memorandum of Agreement consisting of five (5) pages including the page on which this Acknowledgement is written, has been signed by the Parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this ____ day of _____, 2022 at _____, Philippines.

Doc. No. _____;
Page No. _____;
Book REVIEWED _____;
Series of 2022.
MALIBU, CITY OF ORMOG, NBI 2022-5-4-22
ORMOC CITY LEGAL OFFICE

☐ Approved

☐ Separate Opinion

☐ Drafted by CLO

☒ Not contrary to laws, public policy, moral.

☐ Amendments/Revisions

Atty. Josephine A. Ligas-Romero
City Legal Officer

DATE: 5/20/2022

