

Rea



Sangguniang Panglungsod

REPUBLIKA NG PILIPINAS
PAMAHALAANG LUNGSOD NG MUNTINLUPA
KALAKHANG MAYNILA

RESOLUTION NO. 02-118

A RESOLUTION AUTHORIZING HONORABLE ATTY. JAIME R. FRESNEDI, CITY MAYOR OF MUNTINLUPA TO RENEW THE MEMORANDUM OF AGREEMENT DATED JULY 7, 1997 BETWEEN THE CITY GOVERNMENT OF MUNTINLUPA AND MANUELA CORPORATION.

Sponsored By: *Hon. Atty. Icasiano M. Dela Rea*
Hon. Elmer S. Espeleta
Hon. Lucio B. Constantino
Hon. Francis Ian T. Bagatsing
Hon. Atty. Patricio L. Boncayao, Jr.
Hon. Victor L. Ulanday
Hon. Aldrin L. San Pedro
Hon. Nicanor L. Echavez, M.D.
Hon. Allan Rey A. Camilon
Hon. Atty. Raul R. Corro
Hon. Melchor R. Teves
Hon. Rene Carl S. Cayetano
Hon. Mario E. Bulay, Jr.
Hon. Mamerto T. Sevilla, Jr.
Hon. Rufino B. Joaquin

WHEREAS, on July 7, 1997 a Memorandum of Agreement (MOA) between the City Government of Muntinlupa represented then by HON. ATTY. IGNACIO R. BUNYE as FIRST PARTY and Manuela Corporation, represented by ENGR. ROSALINO C. RIGUERA as SECOND PARTY was executed;

WHEREAS, said Memorandum of Agreement (MOA) refers to a certain parcel of land located at Manuela Metropolis Commercial Center, National Road, Alabang, City of Muntinlupa with an area of SEVEN THOUSAND (7,000) SQUARE METERS;

WHEREAS, said parcel of land is being used as the bus and jeepney terminal;

WHEREAS, said Memorandum of Agreement (MOA) dated July 7, 1997 merely states that this agreement should be effective on the day this agreement is mutually signed by the parties and that this agreement shall be subject to termination upon mutual agreement of both parties, provided that 30 days advance written notice is given to each party but has no specific date of its expiration;

WHEREAS, Manuela Corporation remits the share of the City every seventh (7th) day of the month and therefore under the law the agreement expires every seventh (7th) day of the following month;

WHEREAS, to avoid confusion and uncertainty as to the specific period of the agreement particularly to laymen and to those who lacks knowledge of law, the lifespan or period by the agreement must clearly appear in the agreement;

WHEREAS, for the mutual benefits and interest of the parties, to laymen and to those who lacks knowledge of law there is a need to ascertain the lifespan and period of the Agreement;

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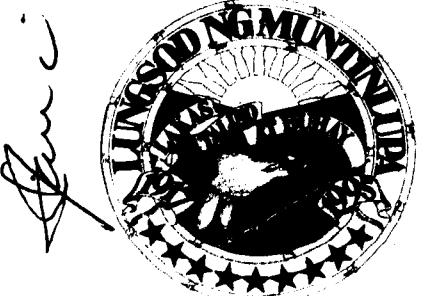
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[Handwritten signatures: Bagatsing, M. C., Muntinlupa, Victor L. Ulanday]



REPUBLIKA NG PILIPINAS
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WHEREAS, there are also important matters in the Memorandum of Agreement dated July 7, 1997 that has to be threshed out and clarified;

WHEREAS, in this Memorandum of Agreement (MOA) the lifespan and certainty of the period of the contract now appears and that the matters being clarified are now stated therein;

WHEREAS, any expansion from the original 7,000 square meters with the same purpose of using it as a terminal shall be subject to the final approval of the City Council;

WHEREAS, that the Manuela Corporation binds itself to secure clearances from the Department of Environment and Natural Resources (DENR), Department of Public Works and Highways (DPWH), Department of Health (DOH), Metropolitan Manila Development Authority (MMDA) and other agencies within one (1) year from the date hereof;

WHEREAS, in the event that the SECOND PARTY fails and refuses to abide by the terms and conditions of the Memorandum of Agreement (MOA) without any valid and reasonable grounds after affording due process to the SECOND PARTY, the FIRST PARTY has the right to rescind the Memorandum of Agreement;

NOW, THEREFORE, be it RESOLVED as it hereby RESOLVED to grant HON. ATTY. JAIME R. FRESNEDI, City Mayor of Muntinlupa to enter into an agreement on behalf of the City Government of Muntinlupa for the purpose of renewing the Memorandum of Agreement (MOA) between the City Government of Muntinlupa and Manuela Corporation.

APPROVED, by the Sangguniang Panglungsod of Muntinlupa this 6th day of June, 2002 during its 35th Regular Session.

CONCURRED:

ALDRIN L. SAN PEDRO
Councilor

DR. NICANOR L. ECHAVEZ
Councilor

ATTY. PATRICIO L. BONCAYAO, JR.
Councilor

ALLAN REY A. CAMILON
Councilor

VICTOR L. ULANDAY
Councilor

ELMER S. ESPELETA
Councilor

FRANCIS IAN T. BAGATSING
Councilor

RENE CARL S. CAYETANO
Councilor

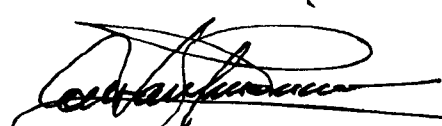


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PAMAHALAANG LUNGSOD NG MUNTINLUPA
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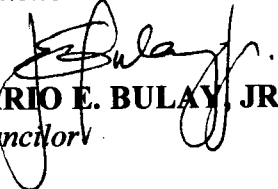
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MELCHOR R. TEVES
Councilor


LUCIO B. CONSTANTINO
Councilor



ATTY. ICASIANO M. DELA REA
Councilor


MARIO E. BULAY, JR.
Councilor


MAMERTO T. SEVILLA, JR.
Councilor

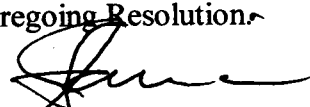

RUFINO B. JOAQUIN
Councilor

ABSENT:


BAL NIEFES
Councilor

ARTEMIO A. SIMUNDAC
Sectoral Representative
President
Association of Barangay Captains

I HEREBY CERTIFY, as to the correctness of the foregoing Resolution.


ATTY. ISIDORO L. SORIANO, JR.
Secretary
SANGGUNIANG PANLUNGSOD

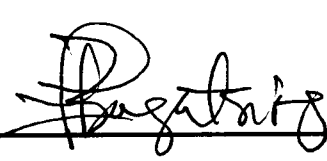
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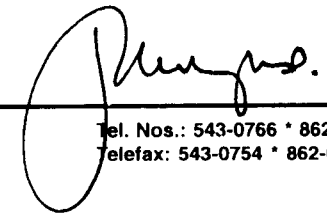

ATTY. RAUL R. CORRO
Assistant Majority Floor Leader/Acting Presiding Officer

APPROVED:


ATTY. JO JASON T. ADCARAZ
Acting City Mayor
Date: _____


Lito Sakamat/For


Bagatayo


Pungco

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT made and entered between:

CITY GOVERNMENT OF MUNTINLUPA with address at National Road, Putatan, City of Muntinlupa, represented herein by **ATTY. JAIME R. FRESNEDI** in his capacity as the incumbent City Mayor and herein referred to as the **FIRST PARTY**;

-and-

MANUELA CORPORATION with address at Manuela Metropolis Commercial Center, Alabang, City of Muntinlupa, represented herein by **ENGR. ROSALINO C. RIGUERA** in his capacity as its Chairman of the Board and hereinafter referred as the **SECOND PARTY**.

WITNESSETH

WHEREAS, the **FIRST PARTY**, a local Government Unit exercising functions and responsibilities which are necessary for the effective provisions of the basic services and facilities for the people of the Muntinlupa City.

WHEREAS, the **SECOND PARTY** is the registered and exclusive owner of a certain parcel of land located at Metropolis Star, National Road, Alabang, City of Muntinlupa with an area of **SEVEN THOUSAND (7,000) SQUARE METERS** and title thereto being evidenced by Transfer Certificate of Title No. 203769 of the Registry of Deed of Makati;

WHEREAS, traffic decongestion particularly in Alabang Viaduct Area, City of Muntinlupa is the main concern of the **FIRST PARTY** and to preserve the comfort and convenience of the inhabitants of the **FIRST PARTY** a Bus and Jeepney Terminal is imperative;

WHEREAS, the **SECOND PARTY** is extending its assistance to the **FIRST PARTY** to ease and alleviate traffic decongestion in Alabang Viaduct Area, City of Muntinlupa by offering and allowing the use of the aforementioned parcel of land to become Bus and Jeepney Terminal;

WHEREAS, it is the intention of both parties to maintain and preserve the easy and orderly flow of traffic in the Alabang Viaduct Area, City of Muntinlupa and to further signify their common intention to work together as partners in the advancement of the City of Muntinlupa.

NOW, THEREFORE, in consideration of the foregoing premises, the parties have agreed, as they hereby agree, as follows:

THE OBLIGATION AND RESPONSIBILITIES OF THE PARTIES

1. The **SECOND PARTY** will make available a portion of the parking area of Metropolis Star with the approximately area of **SEVEN THOUSAND (7,000) SQUARE METERS** as Bus and Jeepney Terminal. The **SECOND PARTY** shall provide therein following facilities: Comfort Room, Waiting Shed lighting and Water Drinking Station.

2. The **FIRST PARTY** and the **SECOND PARTY** agreed that the proposed Terminal Rate shall be as follows:

- | | |
|------------------------|----------------------------------|
| a. Jeepney | P 7.00 parking fee per entry |
| b. Taxi Cab | P 7.00 parking fee per entry |
| c. FX Taxi | P15.00 parking fee per entry |
| d. Buses | P30.00 parking fee per entry |
| e. Shuttle Bus | P10,000.00 parking fee per month |
| f. City Government | 30% gross share of Terminal Fee |
| g. Manuela Corporation | 70% share of Terminal Fee |

Share due to the City of Muntinlupa shall be remitted every 7th day of every month. It is understood and agreed that the foregoing terminal rates shall be subject to reasonable increase as may be determined by the parties.

3. The **SECOND PARTY** shall assist the **FIRST PARTY** in the beautification and painting of the Alabang Viaduct Area.

4. The **FIRST PARTY** shall issue the permit to undertake the proposed road realignment and widening in coordination with the Philippine National Construction Corporation and the permit to operate the proposed Bus and Jeepney Terminal.

5. The **FIRST PARTY** and the **SECOND PARTY** agreed that the proposed **BUS** and **JEEPNEY** Terminal will accommodate the following **BUS** and **JEEPNEY** bound to:

- Pasay Rotonda bound.
- GMA Carmona, Cavite bound jeepneys.
- Alabang, Sucat and Bagumbayan bound jeepneys.
- Metro Manila Bus.

6. Likewise, it is agreed that the following jeepney transport groups and routes shall be utilize the proposed Bus and Jeepney Terminal;

- | | |
|----------------------|---------------------------------|
| a. FTI | e. Katarungan |
| b. Bicutan | f. Muntinlupa via National Road |
| c. San Pedro, Laguna | |
| d. Biñan | |

VANS/FX

- | | |
|--------------|------------------------|
| a. Lemery | h. Camella Springville |
| b. Bauan | i. Paliparan |
| c. Sta Rosa | j. Pala-pala |
| d. Mamatid | k. Dasmarinas |
| e. Sta. Cruz | l. Naic |
| f. Pagsanjan | m. Trece Martirez |
| g. Pacita | n. Lucena |

BUSES

Southern Tagalog Provinces

Jeepneys, Buses and other Public Utility Vehicle that are currently using and utilizing the proposed Bus and Jeepney Terminal be allowed to continue to utilize the same;

Tricycles and pedicabs shall likewise utilize the Terminal, if and when it shall become necessary.

7. The **FIRST PARTY** shall have the exclusive authority to periodically revise the schedule of routes provided in the paragraph 5 and 6, as the need therefore arises, and upon the favorable recommendation of the Traffic Environment and Discipline (TED) office.
8. The **SECOND PARTY** shall undertake the maintenance of drainage line traversing the National Road towards the Alabang, Bayanan, River in the City of Muntinlupa.
9. So as not to defeat the intention of this agreement, the **FIRST PARTY** further undertakes to strictly enforce all pertinent laws and ordinances regulating the use of Public roads/streets in Muntinlupa City, specifically kautusang panglungsod Blg. 01-013 and 01-014, which prohibits parking and loading/unloading in non-designated areas.
10. The **SECOND PARTY** binds itself to secure clearance from the Department of Environment and Natural Resources (DENR), Department of Public Works and Highway (DPWH), Department of Health (DOH), Metropolitan Manila Development Authority (MMDA) and other agencies within one (1) year from the date hereof.
11. Any expansion of the original SEVEN THOUSAND (7,000) squaremeter with the same purpose of using it as a terminal shall be subject to the final approval of the City Council.
12. In the event that the **SECOND PARTY** fails and refuses to abide by the terms and conditions of the Memorandum of Agreement.
13. This Agreement shall be effective for a period of ten (10) years, to commence from the date of signing hereof subject to renewal upon mutual consent of the parties.
14. This Agreement shall be valid and binding upon the parties' respective assigns and successors-in-interest.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the ____ day of _____ 2002 in the City of Muntinlupa.

CITY GOVERNMENT OF MUNTINLUPA

First Party

Represented by:


ATTY. JAIME R. FRESNEDI
City Mayor

MANUELA CORPORATION

Second party

Represented by:


ENGR. ROSALINO C. RIGUERA
Chairman of the Board

Signed in the presence of:

Witness



Witness

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Muntinlupa)
LAS PIÑAS

BEFORE ME, a Notary Public of City of Muntinlupa this 21 JUL 2002 of
_____, 2002, personally appeared:

| NAME | C.T.C. NO. | DATE/PLACE ISSUED |
|---------------------------|-----------------|--------------------------------|
| ATTY. JAIME R. FRESNEDI | <u>00201784</u> | Jan. 10, 2002, Muntinlupa City |
| ENGR. ROSALINO C. RIGUERA | <u>10966867</u> | Jan. 17, 2002, Las Piñas City |


known to me and to me known to be the same persons who executed the foregoing instrument, which they signed and acknowledged before me as their free and voluntary act and deed.

The foregoing instrument relates to Memorandum of Agreement, consisting of four (4) pages including the page on which this acknowledgment is written and has been signed at the bottom and on the left hand margin of the first page thereof, by the FIRST PARTY and his instrumental witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, this _____ day of _____, 2002 at the City of Muntinlupa.

Doc. No. 137 _____;
Page No. 28 _____;
Book No. 5 _____;

Series of 2002


ATTY. JAY L. JEROTA
NOTARY PUBLIC
COMMISSIONED DEC. 31, 2003
REG. NO. 142 / 037
PER. NO. 0066471 / 0002 / LAS PIÑAS
IBP NO. 54232 / 11 / 13-01 / CEBU



