

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

NINTH CITY COUNCIL

COMMITTEE REPORT

March 01, 2024

Submitted by:

COMMITTEE ON APPROPRIATIONS AND WAYS AND MEANS

PRESENT:

HON. JUDE T. BAYONA	-	Chairman
HON. MARIA ROSARIO B. SORIANO	-	Vice Chairman (via zoom)
HON. ARNEL T. ARUGAY	-	Member
HON. IMOGEN CLAIRE M. CALLANGAN	-	Member

RESOURCE PERSONS:

ATTY. VANESSA VERBO	-	City Legal Office
DR. PASTOR C. TUMALIUAN	-	OIC-Market Administrator
MR. GARIZALDY SANTOS	-	Globe Telecom Representative
MS. JIELA MAE DOMOROZO	-	Globe Telecom Representative

GUEST:

HON. RONALDO S. ORTIZ - City Councilor

COMMITTEE REPORT NO. 093-2024

SUBJECT:

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the renewal of Contract of Lease between the Tuguegarao City Government and Globe Telecom Inc. with respect to their established tower at the Mall of the Valley.

FINDINGS:

1. Hon. Maila Rosario S. Ting-Que indorsed to the Ninth City Council the renewal of Contract of Lease between the Tuguegarao City Government and Globe Telecom Inc. with respect to their established tower at the Tuguegarao City Commercial Center.
2. The Globe Telecom, Inc. expresses its intention to renew the existing contract of lease for its telecommunications facilities located at Bonifacio Street, Tuguegarao City, Cagayan for a period of Ten (10) years.
3. The lease shall be subject to the following considerations:
 - a. The rent shall be Forty-Five Thousand Two Hundred Eight Pesos (45,208.00) per month inclusive of Net Value Added Tax (VAT) and Net of Withholding Tax;
 - b. The Annual Escalation rate shall be Four and a Half percent (4.5%) per year beginning on the Second (2nd) year of the lease term.


Accepted during the 82nd PS - 3/12/2024

4. The following are the amendments made to be reflected in the Contract of Lease:
 - a. In No. 3 of the last sentence of the Contract of Lease the LESSEE shall be change to LESSOR and shall be read as *“approval both Parties without additional cost to LESSOR.”*
 - b. Add a 2nd paragraph in No. 6 of the Contract of Lease to read as *“In the event that any conflict arises between this contract, the most recent contract of agreement shall prevail.”*
5. Globe Telecommunications, Inc. shall strictly check always their facilities regularly in order to avoid unforeseen accident.

RECOMMENDATION:

Finding the terms and conditions of the Contract of Lease to be in order and beneficial to the City Government of Tuguegarao, the committee recommends the approval of the renewal of Contract of Lease between the Tuguegarao City Government and Globe Telecom Inc. with respect to their established tower at the Tuguegarao City Commercial Center subject to the herein stated amendments and authorizing the City Mayor, Hon. Maila Rosario S. Ting-Que to sign for and on behalf of the Tuguegarao City Government the said Contract of Lease.

Respectfully submitted:



HON. JUDE T. BAYONA
Chairman



HON. MARIA ROSARIO B. SORIANO
Vice Chairman



HON. ARNEL T. ARUGAY
Member



HON. IMOGEN CLAIRE M. CALLANGAN
Member

**A RESOLUTION APPROVING THE RENEWAL OF CONTRACT OF LEASE
BETWEEN THE TUGUEGARAO CITY GOVERNMENT AND GLOBE
TELECOM INC. WITH RESPECT TO THEIR ESTABLISHED TOWER AT THE
TUGUEGARAO CITY COMMERCIAL CENTER AND GRANTING
AUTHORITY TO THE CITY MAYOR, HON. MAILA ROSARIO S. TING-QUE
TO SIGN FOR AND ON BEHALF OF THE TUGUEGARAO CITY
GOVERNMENT THE SAID CONTRACT OF LEASE**

WHEREAS, Hon. Maila Rosario S. Ting-Que indorsed to the Ninth City Council the renewal of Contract of Lease between the Tuguegarao City Government and Globe Telecom Inc. with respect to their established tower at the Mall of the Valley;

WHEREAS, the Globe Telecom, Inc. expresses its intention to renew the existing contract of lease for its telecommunications facilities located at Bonifacio Street, Tuguegarao City, Cagayan for a period of Ten (10) years;

WHEREAS, Globe Telecom Inc. continuously strengthens its commitment to develop and improve service to its subscribers;

WHEREAS, finding the terms and conditions of the Contract of Lease to be in order and beneficial to the City Government of Tuguegarao, the committee recommends the approval of the renewal of Contract of Lease between the Tuguegarao City Government and Globe Telecom Inc. with respect to their established tower at the Tuguegarao City Commercial Center subject to some amendments and authorizing the City Mayor, Hon. Maila Rosario S. Ting-Que to sign for and on behalf of the Tuguegarao City Government the said Contract of Lease.

NOW THEREFORE, RESOLVE, as it is hereby **RESOLVED**, to approve the renewal of Contract of Lease between the Tuguegarao City Government and Globe Telecom Inc. with respect to their established tower at the Tuguegarao City Commercial Center and granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que to sign for and on behalf of the Tuguegarao City Government the said Contract of Lease.

RENEWAL OF CONTRACT OF LEASE

This Renewal of Contract of Lease (the "Renewal") is entered into by the LESSOR and LESSEE named hereunder, who hereby agree as follows:

The **CITY GOVERNMENT OF TUGUEGARAO**, with office address at Carig, Tuguegarao City, herein represented by its Local Chief Executive, **HON. MAILA ROSARIO S. TING-QUE**, by the virtue of Sangguniang Panglungsod Resolution No. ____, Series of _____, hereinafter referred to as the "**LESSOR**";

- and -

GLOBE TELECOM, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at The Globe Tower, 32nd Street corner 7th Avenue, Bonifacio Global City, Taguig, Metro Manila, represented herein by its Vice President - Financial Planning and Analysis, **JUAN CARLO C. PUNO**, hereinafter referred to as the "**LESSEE**";

each a "Party" and collectively, the "Parties".

-WITNESSETH THAT-

WHEREAS, the Parties have executed an Original Contract of Lease notarized on January 05, 2015 by Atty. Virgilio R. Batalla., Notary Public for and in Makati City, entered as Document No. 299; Page No. 61; Book No.429; Series of 2015;

WHEREAS, the **LESSEE** expresses its intention to renew the existing lease for its telecommunications facilities, located at Bonifacio Street, Tuguegarao City, Cagayan, ("**Leased Premises**"), covered by Transfer Certificate of Title (TCT) No. _____ and Tax Declaration (TD) No. _____ and the **LESSOR** hereby agrees to renew the same;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree on the following terms and conditions:

1. **LESSOR** hereby agrees to renew the lease in favor of the **LESSEE** for a period of **Ten (10) years** or from **December 07, 2022** until **December 06, 2032**, and shall be renewed for the same period upon mutual agreement of the Parties. The Parties agree not to pre-terminate this Renewal, unless for a valid cause upon twelve (12) months prior written notice to the other Party.

It is hereby understood that there is an implied new lease on a month to month basis when **LESSEE** continues possession of the Leased Premises after the expiration of this Renewal. As such, **LESSEE** shall pay monthly rent to **LESSOR** in the amount provided under the existing agreement until another renewal for a new term is executed by the Parties.

2. The lease shall be subject to the following consideration:

Rent	Forty five Thousand Two Hundred Eight Pesos and 00/100 Centavos (P45,208.00) per month Net of Value Added Tax (VAT) and Net of Withholding Tax
Mode of Payment	Monthly
Annual Escalation Rate	Four and a Half percent (4.5%) per year beginning on the Second (2nd) year of the lease term

3. In order for **LESSEE** to comply with its legal and government mandate and obligation as a public utility/public service provider, **LESSOR** hereby allows **LESSEE** to install, de-install, change, upgrade, enhance, replace, repair, maintain, modernize, update, improve and

transform its antennas, small cells (e.g pico cells), WiFi, ancillaries, accessories, cables, power source (e.g. genset, batteries, solar panels) and other facilities/equipment at such suitable places within the Leased Premises subject to prior written consent and approval of both Parties without additional cost to **LESSOR**.

4. The **LESSOR** may allow other telecommunications operators to install or lease any portion of the Lot provided the **LESSOR** warrants: (a) that in order to safeguard **LESSEE**'s concern on the technical aspects of its telecommunications facilities, the **LESSOR** shall furnish the **LESSEE** with the approved plans of the other telecommunications operators; (b) that the **LESSOR** shall obtain the prior written consent of the **LESSEE**; and (c) that the **LESSOR** shall not allow other telecommunications operators to install their telecommunications facilities on the Leased Premises and on **LESSEE**'s facilities (e.g. cable ladders). **LESSOR** hereby allows **LESSEE** to co-locate the Leased Premises with its affiliates, subsidiaries, and other mobile network operators without additional consideration.
5. The **LESSEE** and its assignee may assign, share, allow co-location, transfer, or convey its right of possession and lease over the Leased Premises subject to prior written consent and approval of the LESSOR. Execution of new contract if deemed necessary.
6. This *Renewal*, Original Contract of Lease, all succeeding renewals thereof, if any, and the following annexes, constitute the entire agreement of the Parties and shall govern their relationship. In the event that any conflict arises between this contract, the most recent contract of agreement shall prevail.

- Annex 1 – Schedule of Rental Payments
- Annex 2 – Sangguniang Panglungsod Resolution No.
- Annex 3 – Transfer Certificate of Title No. _____
- Annex 4 – Tax Declaration No. _____

7. **LESSOR** agrees to the collection, processing, use, and sharing of the data that the **LESSOR** provides to **LESSEE**, its assignee, and its representatives through this *Renewal* for the requirements needed for this *Renewal*. The **LESSOR** understands and recognizes that the collection, processing, use, and sharing of such data, which may include Personal and Sensitive Personal Information, shall be in accordance with the Data Privacy Act of 2012 and the Privacy Policy of **LESSEE**, its assignee and its representatives.
8. This *Renewal* may be executed in any number of counterparts, each of which is an original, but all of which together constitute one and the same agreement. This *Renewal* may be executed electronically or by way of electronic signature and such electronic signatures shall be deemed original signatures, have the same force and effect as manual signatures and be binding upon the Parties. If this *Renewal* shall be executed electronically, the best evidence of this *Renewal* shall be a copy of this *Renewal* bearing an electronic signature, in portable document format (PDF) form or in any other electronic format intended to preserve the original graphic and pictorial appearance of a document.

All other provisions of the Original Contract of Lease, as well as all other renewal/s or amendment/s thereof, if any, which are not in conflict herein shall remain valid and effective and shall be binding on the Parties, their successor-in-interest, heirs, assigns, representatives, and/or agents for the entire duration of this *Renewal*.

IN WITNESS WHEREOF, the Parties have hereunto set their hands at
_____ this _____.

CITY GOVERNMENT OF TUGUEGARAO
LESSOR
By:

GLOBE TELECOM, INC.
LESSEE
By:

HON. MAILA ROSARIO S. TING-QUE
Local Chief Executive

JUAN CARLO C. PUNO
Vice President – Financial
Planning and Analysis



CERTIFIED TRUE COPY

ATTY. MARISALVE CIOCSON-CO
Assistant Corporate Secretary

 **Globe Telecom, Inc.**
The Globe Tower
32nd Street corner 7th Avenue,
Bonifacio Global City,
Taguig, Philippines 1634

 www.globe.com.ph

REPUBLIC OF THE PHILIPPINES)
TAGUIG CITY)ss.

SECRETARY'S CERTIFICATE

I, **MARISALVE CIOCSON-CO**, being the duly elected, qualified and incumbent Assistant Corporate Secretary of **GLOBE TELECOM, INC.** (the "Corporation"),

DO HEREBY CERTIFY THAT:

1. On **08 February 2022**, at the meeting of the Board of Directors of this Corporation, during which a quorum was present and acted all throughout, the Board of Directors ratified and approved the following resolutions:

"RESOLVED, to designate any one (1) of the following as authorized representatives/signatories of the Corporation for new and renewal of contracts of lease including addendum and amendments covering technical sites and facilities, joint pole agreements (JPA) and right of way (ROW) of real properties, including but not limited to land, buildings, units located at malls, condominiums including additional installations and/or upgrading of facilities:

Name of Signatory	Position
Benjamin Jose E. Garcia	Vice President - Corporate Strategic Asset Management
Juan Carlo C. Puno	Vice President - Financial Planning and Analysis
Walter Jader C. Ricarte	Vice President – Finance Business Advisory
Graciela Marie C. Vargas	Senior Director – Network Technical Group Finance Advisory
Norina Aileen S. Seraspi	Senior Director - Financial Accounting Services and Taxation
Marjorie G. Raviz	Vice President – Management Reporting & Subsidiaries Governance
Bernice D. Olives	Vice President – Treasury

RESOLVED FURTHER, to designate Michelle Y. Ora, SPBD-SAM Head as authorized signatory to sign for memos of conformity (MOC), lease proposals/offers, any government applications, permits and clearances related to infrastructure projects under the Network Technical Group (NTG), including but not limited to plans, pre-construction permits, certificates of occupancy, certificates of electrical inspection, DENR and zoning permit applications, undertakings and other requirements for and in behalf of the Corporation,

RESOLVED FURTHER, to designate any one of the following as authorized representatives/signatories of the Corporation for any new and renewal of contracts of lease pertaining to corporate/hub offices, warehouses, condominium units and parking lots/spaces, and all other new and renewal of any or all contracts of lease not covered by the above mentioned signatories. Said authority will cover the new and renewal of any and all contracts of lease of real property/ies including but not limited to land, buildings, and units located at malls and condominiums of the Corporation:

Name of Signatory	Position
Raymond Martin S. Aguilar	Vice President - Corporate Property Management
Jeremias P. Cabiles	Vice President - Procurement and Logistics
Roberto G. Manuel Jr.	Director - Infrastructure Project Management
Marco Fernando S. Collada	Sr. Director - Category Management

RESOLVED FINALLY, to consider any and all resolutions of the Board conferring authority to sign, which are inconsistent with or contrary to the foregoing resolution, as modified and/or repealed.”

2. The aforesaid resolution is a true and correct copy of its original in my possession and custody as such Assistant Corporate Secretary and that the same has not been revoked, amended and/or modified up to the present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this
__ day of FEB 14 2022 at Taguig City.


MARISALVE CIOCHON-CO
Assistant Corporate Secretary

SUBSCRIBED AND SWORN before me this __ day of FEB 14 2022 at Taguig City, by
affiant who is presently known to me or identified through competent evidence of identity by means of
Unified Multi-Purpose ID No. CRN-0111-4200172-0.

Doc. No. 439;
Page No. 80;
Book No. IV;
Series of 2021.


NINA MIKAELA S. SARMIENTO
Notary Public for Taguig City
Appt. No. 79 (2019-2020)
Valid until 30 June 2022
PTR No. A-5412230/1-25-22/Taguig
IBP Lifetime No. 010713
Roll of Attorneys No. 60958
28th Floor The Globe Tower
Bonifacio Global City Taguig