



Sangguniang Panlalawigan

BATAAN CAPITOL, BALANGA CITY



EXCERPT FROM THE MINUTES OF THE 91ST REGULAR SESSION OF THE SANGGUNIANG PANLALAWIGAN OF BATAAN ON MAY 20, 2024 HELD AT THE SESSION HALL, THE BUNKER, CAPITOL COMPOUND, BALANGA CITY, BATAAN

PRESENT:

Hon. Ma. Cristina M. Garcia, Vice Governor and Presiding Officer

FIRST DISTRICT:

Hon. Benjamin C. Serrano, Jr., Board Member
Hon. Jomar L. Gaza J.D., Board Member

SECOND DISTRICT:

Hon. Maria Margarita R. Roque, Board Member
Hon. Manuel N. Beltran, Board Member
Hon. Noel Joseph L. Valdecañas, Board Member

THIRD DISTRICT:

Hon. Romano L. Del Rosario, Board Member
Hon. Jorge S. Estanislao, M.D., Board Member
Hon. Angelito M. Sunga, Board Member
Hon. Roman Harold R. Espeleta, Board Member

Hon. Jovy Z. Banzon, Board Member (PCL President)
Hon. Romeo A. Austria, Board Member (FABC President)
Hon. Lovely Joy A. Poblete, Board Member (SKF President)
Hon. Feliciano G. Magay, Jr., Board Member (IPMR)

ABSENT:

Hon. Antonino B. Roman III, J.D., LL.M., Board Member

PROVINCIAL ORDINANCE NO. 13 Series of 2024

AN ORDINANCE ESTABLISHING THE TERMS AND CONDITIONS FOR THE LEASE OF THE BATAAN GOVERNMENT CENTER - LINK BUILDING (THE BUNKER-LINK), PROVIDING FOR THE ADMINISTRATION, OPERATION AND MANAGEMENT OF THE SAME, AND FOR OTHER PURPOSES.

AUTHORED BY:
HON. JOMAR L. GAZA J.D.

SPONSORED BY:
HON. ANTONINO B. ROMAN III, J.D., LL.M.
HON. JOMAR L. GAZA J.D.

WHEREAS, pursuant to Section 12 of Republic Act No. 7160 (Local Government Code of 1991), provinces, cities, and municipalities are endeavored to establish their respective government centers where offices, agencies, or branches of the National Government, Local Government Units (LGUs), or government-owned and controlled corporations may, as far as practicable, be located;

JOSE ENRIQUE S. GARCIA III
Provincial Governor

"EXCELLENT PUBLIC SERVICE TOWARDS A BETTER QUALITY OF LIFE FOR ALL"

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WHEREAS, The Bunker-Link, which is a newly constructed building linking the Bataan Government Center (The Bunker) and the old Bataan Capitol Building, has three (3) stories and a roof deck with a total area of one thousand six hundred forty and ¹³/₁₀₀ square meters (1,640.13 m²);

WHEREAS, in order to properly determine the appropriate lease rates and other terms and conditions of the lease agreement for The Bunker-Link, the Bunker Lease Committee (BLC), in consultation with the Local Finance Committee, made recommendations thereon;

WHEREAS, the rates and other terms and conditions recommended by the BLC were products of consultations and diligent discussions;

WHEREAS, to ensure the effective and efficient operation, administration and leasing-out of The Bunker-Link or portions thereof, the Sangguniang Panlalawigan, guided by the said recommendations, hereby prescribes necessary and appropriate policies, rules and regulations therefor;

NOW THEREFORE, be it ordained, as it is hereby ordained by the Sangguniang Panlalawigan in session assembled, that:

Section 1. Short Title. - This Ordinance shall be known and cited as "The Bunker-Link Ordinance."

Section 2. Coverage and Application. - This Ordinance shall govern the lease, operation, administration and management of The Bunker-Link.

Section 3. Lease Rates. - The following are the lease rates for The Bunker-Link:

Location	Amount per square meter
1 st Floor	PhP650.00
2 nd Floor	PhP525.00
3 rd Floor	PhP420.00
Roof Deck	PhP420.00

Section 4. Lease Term - The term for the lease of all spaces in The Bunker-Link shall be at least five (5) years.

Section 5. Escalation Clause - The lease rates shall be subject to an annual escalation at the rate of five percent (5%) effective at the start of the 2nd year of the lease agreement.

Section 6. Security Deposit.- In addition to the foregoing payments, upon the signing of the lease agreement, a lessee shall remit to the Provincial Government of Bataan (PGB), through the Office of the Provincial Treasurer (OPT), the amount equivalent to at least two (2) months of rent to serve as Security Deposit for any unpaid utility bills which the lessee may incur. This amount is refundable free of any interest at the termination of the term of the lease agreement subject to whatever bills have remained unpaid and damages that may have been incurred; provided, that the lessee shall still be liable for any and all bills and damages that may exceed this Security Deposit. The lessee


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shall not be allowed to offset or use its Security Deposit as its monthly rental payment.

Section 7. Advance Rentals – The lessee shall remit to the PGB an advance rental payment equivalent to at least one (1) month rent upon the signing of the lease agreement to be applied in the last month of the term thereof.

Section 8. Utilities – The lessee shall be responsible for all expenses for water, electricity, telephone, internet, cable television and other public utility services and the installation thereof; provided, that such installation shall be under the control and supervision of the PGB and the latter has the right to indicate, whenever necessary, the locations of the meter connections.

Section 9. Common Use Service Area Fee – A Common Use Service Area (CUSA) Fee of One Hundred Twenty Pesos per square meter (PhP120.00/m²) may be charged against the lessee, if applicable and the PGB determines the need for the same. Any change in the CUSA Fee shall be determined by the PGB.

Section 10. Lease Agreement. - The PGB shall enter into a lease agreement with any government agencies or commercial entities that desire to lease a space in The Bunker-Link in accordance with the provisions of this Ordinance and other terms as may be agreed upon by the parties. The said lease agreement shall provide for the following provisions and information: Contracting Parties, Term, Lease Rates, Leased Area and Description, Purpose of the Lease and Conditions of Use, Security Deposit, Advance Rentals, Assignment/Transfer of Rights, Pre-termination and Default and all other necessary clauses relative to the Lease Agreement.

For this purpose, the BLC, in coordination with the Office of the Provincial Legal Officer (OPLO), shall come up with a pro-forma lease agreement containing all the standard provisions provided herein. Prior to the finalization of the lease agreement, leasing procedures shall be implemented by the Property Management Division (PMD) of the Office of the Provincial General Services Officer (OPGSO).

Section 11. Administration, Operation and Management. – The administration, operation and management of The Bunker-Link shall be under the PMD. For this purpose, the PMD, with the approval of the Provincial Governor, may issue relevant policies, rules and regulations on building set-up, lessee relations, housekeeping, security, day-to-day operations, and other relevant matters. The PMD, in compliance with all relevant laws, rules, and regulations, may recommend procuring the services of an Operations and Maintenance Company if necessary.

Section 12. Fit-outs. - After the execution of the Lease Agreement between the PGB and lessees, the appropriate fit-outs of their respective leased properties must be immediately undertaken prior to move-in. Fit-out guidelines and procedures shall be prepared, approved, and implemented by the Office of the Provincial Engineer (OPE).

Section 13. Payments. - All rental payments and remittance of Security Deposits shall be facilitated through the OPT.


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Provincial Governor 








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Section 14. Authority of the Provincial Governor to Sign Lease Agreements. - The Provincial Governor is hereby given the authority to sign and enter into all lease agreements involving The Bunker-Link that comply with all the terms and conditions as provided in this Ordinance, without need of ratification.

Section 15. Prior Sangguniang Panlalawigan Approval. - With prior approval and authorization from the Sangguniang Panlalawigan, the Provincial Governor may sign and enter into a Lease Agreement on behalf of the PGB, even if the terms and conditions differ from those provided in this Ordinance.

In cases where government agencies essential to the one-stop government center face budgetary limitations, both the PGB and these agencies shall strive to agree on alternative financial terms, while adhering as closely as possible to the provisions of this Ordinance.

Section 16. Separability Clause. - If, for any reason, any part or provision of this Ordinance is declared invalid or unconstitutional, the remaining parts or provisions not affected shall remain in full force and effect.

Section 17. Repealing Clause. - All ordinances, resolutions, local executive orders or administrative regulations which are inconsistent with the provisions of this Ordinance are hereby repealed or modified accordingly.

Section 18. Effectivity. - This Ordinance shall take effect after compliance with the relevant provisions of the Local Government Code.

UNANIMOUSLY ENACTED this 20th day of May 2024.

I HEREBY CERTIFY to the enactment of the foregoing ordinance.



ATTY. MARK LORENZ C. QUEZON
Secretary to the Sangguniang Panlalawigan



BENJAMIN C. SERRANO, JR.
Board Member



MARIA MARGARITA R. ROQUE
Board Member



JOMAR L. GAZA J.D.
Board Member



MANUEL N. BELTRAN
Board Member



ROMANO L. DEL ROSARIO
Board Member



NOEL JOSEPH L. VALDECAÑAS
Board Member



JOSE ENRIQUE S. GARCIA III
Provincial Governor





JORGE S. ESTANISLAO, M.D.
Board Member


ANGELITO T. SUNGA
Board Member


JOVY Z. BANZON
Board Member
(PCL President)


ROMAN HAROLD R. ESPELETA
Board Member


ROMEO A. AUSTRIA
Board Member
(FABC President)



LOVELY JOY A. POBLETE
Board Member
(SKF President)


FELICIANO G. MAGAY, JR.
Board Member
(IPMR)

ATTESTED:


MA. CRISTINA M. GARCIA
Vice Governor & Presiding Officer

APPROVED:


JOSE ENRIQUE S. GARCIA III
Provincial Governor
Date: 5-27-2024



