

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 MARCH 01, 2018

PRESENT:

Vincent L. Rama,	(OIC-City Vice Mayor & Temporary Presiding Officer), SP Member, Asst. Majority Floor Leader
Rolando M. Villasencio,	SP Member, Majority Floor Leader
Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
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
Mariano Y. Corro,	Ex-Officio SP Member
	Chapter President, Liga ng mga Barangay ng Ormoc

ON OFFICIAL BUSINESS:

Leo Carmelo L. Locsin, Jr.,	(OIC – City Mayor), Vice Mayor & Presiding Officer
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ON LEAVE:

Tomas R. Serafica,	SP Member
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**RESOLUTION NO. 2018-056**

**A RESOLUTION GRANTING AUTHORITY TO CITY MAYOR RICHARD I. GOMEZ TO ENTER INTO AND SIGN A MEMORANDUM OF UNDERSTANDING (MOU) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE UNIVERSITY OF SANTO TOMAS GRADUATE SCHOOL-CENTER FOR CONSERVATION OF CULTURAL PROPERTY AND ENVIRONMENTAL OF THE TROPICS (USTGS-CCCPET) REPRESENTED BY ITS DEAN, DR. MARILU R. MADRUNIO FOR DEVELOPMENT AND IMPLEMENTATION OF PROGRAMS AND PROJECTS TO PROMOTE AND PROTECT THE CULTURE AND HERITAGE OF ORMOC CITY.**

WHEREAS, Section 22 (c) of RA 7160, otherwise known as Local Government Code provide that no contract may be entered into by the Local Chief Executive in behalf of the Local Government Unit without prior authorization by the Sanggunian concerned.

WHEREAS, this august Body was in receipt of an endorsement from the Office of the City Mayor dated February 19, 2018 requesting for the passage of a resolution granting authority to the City Mayor Richard I. Gomez to enter into and sign a Memorandum of Understanding (MOU) for and on behalf of the Local Government Unit of Ormoc (LGU-ORMOC) with the University of of Santo Tomas Graduate School-Center for Conservation of Cultural Property and Environmental of the Tropics (USTGS-CCCPET) represented by its Dean, Dr. Marilu R. Madrunio relative to the development and implementation of programs, projects to promote and protect the culture and heritage of Ormoc City, a copy of the MOU is hereto attached and made integral part hereof;



WHEREAS, USTGS-CCCPET is an applied research center of the Graduate School of University of Santo Tomas that specializes in consultancy, research, training and project development in heritage conservation and sustainable development;

WHEREAS, City Government of Ormoc (LGU-Ormoc) being the regulatory agency in promoting heritage conservation and sustainable development with its locality has accepted the offer of the USTGS-CCCPET to provide its technical assistance and expertise pertaining to the promotion and protection of Ormoc culture and heritage;

WHEREAS, in order to formalize the collaboration of USTGS-CCCPET and LGU-Ormoc with regard to the above stated premises, there is a need to execute a MOU covering the matter to guarantee the continued implementation and sustainability of the program for the betterment of the Ormocanons;

WHEREAS, the MOU had undergone the review of the City Legal Officer and was found to be in order and most beneficial to the people hence, recommends for its approval by this Sanggunian;

WHEREAS, the Committee on Laws and Ordinances and the Committee on Education, Culture and Arts jointly conducted a meeting and deliberated the request for authority of the City Mayor and found the MOU beneficial and advantageous to Ormoc City and therefore approved the request at the committee level and recommended to the Sanggunian plenary session the approval of the same;

WHEREFORE, on joint motion of SP Member Nolito M. Quilang, Chairman, Committee on Education, Culture and the Arts and SP Member Benjamin S. Pongos Jr., Chairman, Committee on Laws and Ordinances, jointly seconded by SP Members Lea Doris C. Villar and Rolando M. Villasencio; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO CITY MAYOR RICHARD I. GOMEZ TO ENTER INTO AND SIGN A MEMORANDUM OF UNDERSTANDING (MOU) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE UNIVERSITY OF SANTO TOMAS GRADUATE SCHOOL-CENTER FOR CONSERVATION OF CULTURAL PROPERTY AND ENVIRONMENTAL OF THE TROPICS (USTGS-CCCPET) REPRESENTED BY ITS DEAN, DR. MARILU R. MADRUNIO FOR DEVELOPMENT AND IMPLEMENTATION OF PROGRAMS AND PROJECTS TO PROMOTE AND PROTECT THE CULTURE AND HERITAGE OF ORMOC CITY;


ADOPTED, March 01, 2018.

RESOLVED, FINALLY, that copies of this resolution be furnished each to the City Mayor Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Tourism Office; the City Legal Officer, Atty. Jasper Lucero; the University of Santo Tomas Graduate School - Center for Conservation of Cultural Property and Environmental of the Tropics (USTGS-CCCPET); the OIC-City Director, DILG, Engr. Jesus Jeremy D. Bagares; and other offices concerned.

CARRIED UNANIMOUSLY.



I HEREBY CERTIFY to the correctness of the foregoing resolution.

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

ATTESTED:

  
VINCENT L. RAMA  
(OIC-City Vice Mayor & Temporary Presiding Officer)  
Asst. Majority Floor Leader  
SP Member

DEMO COPY





Republic of the Philippines  
**OFFICE OF THE CITY LEGAL OFFICER**  
Ormoc City, Leyte



15 February 2018

**MA. VICTORIA LYRA P. DELA CERNA**

City Govt. Asst. Dept. Head I  
City Mayor's Office  
LGU-Ormoc City

Re: Draft MOU between LGU Ormoc and the University of Santo Tomas Graduate School – Center for Conservation of Cultural Property and Environment in the Tropics (USTGS-CCCPET)

Dear Ms. Dela Cerna:

The undersigned has reviewed the terms and conditions of the above draft MOU and finds nothing legally objectionable to the basis, substance and purposes thereof. The same is likewise found to be in order, not detrimental to the interests of the City, not contrary to law, morals and public policy.

That being said, Art VIII (1) of the said MOU explicitly states that the same does not create any rights or obligations between the parties. The MOU as drafted is thus treated as a simple policy statement between the USTGS-CCCPET and LGU Ormoc and does not legally bind the City.

Be that as it may, and finding no legal reason otherwise, the undersigned recommends approval of the aforementioned MOU, and further recommends that an SP Resolution be secured for the Authority of the Mayor to sign the same.

Thank you.

For the City Legal Officer:

Respectfully Yours,

**ATTY. JESUS MANUEL A. HORCA III**

City Govt. Asst. Dept. Head I  
Assistant City Legal Officer

CIVIL SERVICE BOARD  
ADMINISTRATIVE SIDE I

## Memorandum of Understanding (MOU)

Between the **UNIVERSITY OF SANTO TOMAS GRADUATE SCHOOL – CENTER FOR CONSERVATION OF CULTURAL PROPERTY AND ENVIRONMENT IN THE TROPICS (USTGS-CCCPET)** and **CITY GOVERNMENT OF ORMOC**

### Parties

The **CITY GOVERNMENT OF ORMOC** a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at City Hall Building, Ormoc City represented by its Mayor, **HON. RICHARD GOMEZ**, herein referred to as “**LGU ORMOC**”;

and

The **University of Santo Tomas Graduate School – Center for Conservation of Cultural Property and Environment in the Tropics (USTGS-CCCPET)**, an applied research center of the of the UST Graduate School with office address at Thomas Aquinas Research Complex, University of Santo Tomas, España, Manila represented by Dean of UST Graduate School, **DR. MARILU R. MADRONIO** herein referred to as “**USTGS-CCCPET**”;

Considering that **LGU ORMOC** is the primary planning, programming, coordinating, implementing, and regulatory local government in the protection, conservation, development, and promotion of the Ormoc City for the economic benefit of its constituent and enhancement of the Filipino people in the international community.

Considering that **USTGS-CCCPET** is an applied research centre of the Graduate School that specializes in consultancy, research, training and project development in heritage conservation and sustainable development;

Recognizing that partnership with bodies that will support or implement programs, projects and activities that promote and protect the Ormoc City becomes a stronger and more collaborative platform in pursuit of sustainable development in line with Philippine priorities and development agenda;

### Article I: Objectives

The parties will, subject to the provision of the Memorandum of Understanding (MOU) and laws, rules, regulations and national policies, from time to time decide to:

1. Cooperate in facilitating and implementing programs, projects and activities to promote and protect the culture and heritage of Ormoc City;
2. Cooperate in supporting or implementing other local and international activities/undertakings/commitments as deemed mutually relevant for the Parties;
3. Strengthen partnership in the promotion of and sustainable tourism through grassroots-based undertakings as deemed relevant to the attainment of the objectives in the MOUs.



## **Article II: Scope and Areas of Cooperation**

LGU ORMOC and USTGS-CCCPET shall encourage and promote joint cooperation in the following areas:

1. Consultation on international and national policies for the promotion, protection, and building capacities for the management of the Ormoc City;
2. Development and implementation of programmes and projects for the sustainable development of city;
3. Provision or recommendation of experts in the fields of sustainable tourism and development, heritage site promotion, conservation and management, sustainable development of biosphere reserves, and promotion of the city;
4. Exchange of relevant information in the areas of tourism, culture, science and sustainability;
5. Organization of seminar, workshops, fora, meetings and other similar undertakings that build capacities and gather, validate, and disseminate key data;
6. Publication of relevant materials including studies, guides, manuals, brochures, flyers, in the information dissemination of relevant content to various stakeholders;
7. Establishing key partnerships with relevant government and non-government agencies and;
8. Any other activities that will attain the above cited objectives.

## **Article III: Implementation**

For the purposes of implementing this Memorandum of Understanding, the Parties agree that:

1. The area of cooperation as specified in Article I will be conducted through joint project and/or programs as approved by the Parties and implemented by the or entities identified;
2. Participation of Third parties will be encouraged in the development and implementation of the joint programs in accordance with the provisions of the MOU.
3. Parties may conclude, as appropriate, implementations agreements or arrangements as cited in the areas of cooperation (Article II).

## **Article IV: Institutional Arrangements**

1. Meeting if needed will be held as scheduled mutually by the Parties, to discuss issues and developments of common interest to both Parties;
2. Parties may subscribe to individual agreements wherein all forms of financing and implementation, terms of reference, mode and cost of participation for each of the party will be indicated in each joint action, with due consideration of institutional limitations and scopes;
3. Point offices or persons will be designated to coordinate and monitor terms of reference, timeframe, and accomplishments and final reports.

#### **Article V: Financing**

Funding of joint undertakings, programs, projects and activities will be mutually agreed upon by the Parties on a case-to-case basis, subject to the availability of funds.

Taking into account the resources available for each party, the parties commit themselves to explore the possibilities of joint, complementary, or parallel financing for each cooperative action. In the event that these actions involve the transfer of resources, supplementary agreements will be signed separately which will specify the procedure applicable for their implementation.

#### **Article VI: Amendment**

1. Each party may request in writing an amendment of all or any part of this MOU;
2. Any amendment agreed to by parties will be reduced into writing and will form part of the MOU;
3. Such amendment will come into effect on the date as may determined by the Parties; and
4. Any amendment will not prejudice the right and obligation arising from or based on this MOU before and up to the date of such amendment.

#### **Article VII: Settlement of Disputes**

Disputes will be settled amicably through mutual consultations and/or negotiations between the Parties.

#### **Article VIII: Final Provisions**

1. The MOU neither creates nor is intended to create any enforceable rights or impose any legal obligations on the Parties;
2. The MOU is without prejudice to any tourism agreement concluded between LGU OF MOC and other parties;
3. This MOU will come into effect on the date of the signature and will remain in effect until revoked mutually by the Parties;
4. Either party may terminate the MOU by notifying the other party in writing at least two months of intended date of termination; and
5. The termination of the MOU will not affect the implementation of any ongoing projects, programs, and/or activities.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below: