



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 SEPTEMBER 06, 2018

PRESENT:

Leo Carmelo L. Locsin, Jr.
Vincent L. Rama,

City Vice Mayor & Presiding Officer
(Temporary Presiding Officer),
SP Member, Majority Floor Leader
SP Member, Asst. Majority Floor Leader
SP Member
SP Member
SP Member
SP Member
Minority Floor Leader
SP Member, Asst. Minority Floor Leader
Ex-Officio SP Member, Chapter President,
Liga ng mga Barangay ng Ormoc

Tomas R. Serafica,
Benjamin S. Pongos, Jr.,
Eusebio Gerardo S. Penserga,
Gregorio G. Yrastorza III,
Nolito M. Quilang,
John Eulalio Nepomuceno O. Aparis II,

Lea Doris C. Villar,
Esteban V. Laurente,

ON LEAVE:

Mario M. Rodriguez,
Jasper C. Yerro,

SP Member, Presiding Officer "Pro-Tempore"
Ex-Officio SP Member, Chapter President,
Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2018-230

**A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR
RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO
ENTER INTO AND SIGN THE MEMORANDUM OF
AGREEMENT (MOA) FOR AND IN BEHALF OF THE LOCAL
GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH THE
DEPARTMENT OF TRANSPORTATION (DOTr), FOR THE
IMPLEMENTATION OF THE CY 2018 ORMOC AIRPORT
DEVELOPMENT PROJECT (SITE ACQUISITION).**

WHEREAS, this Sangguniang was in receipt of an Endorsement letter from the Office of the City Mayor (CMO) dated July 9, 2018 respectfully requesting for the issuance of a Resolution granting authority to the City Mayor to sign the Memorandum of Agreement (MOA) to be made and entered into by and between the Local Government of Ormoc and Department of Transportation (DOTr), for the implementation of the CY 2018 Ormoc Airport Development Project (Site Acquisition), and further requesting that this matter be treated as URGENT;

WHEREAS, the Department of Transportation has expressed its desire to make Ormoc City Airport, a priority project of the national government, as an alternate destination of commercial planes in the region, and has asked LGU-Ormoc to facilitate site acquisition for the improvement of the airport;

WHEREAS, in a letter by the City Mayor's Office (CMO) dated March 22, 2018 addressed to CAPT. Manuel Antonio L. Tamayo, Undersecretary for Aviation and Airports, DOTr, LGU-Ormoc expressed its gratitude for the interest of the national government in the improvement of the existing airport, and providing in the same letter, however, the need for a strip correction and diversion road for the existing airport;

WHEREAS, to achieve the desired goal in making the existing Ormoc City Airport in conformity with the International Civil Aviation Organization (ICAO) Standards and Recommended Practices and with the Civil Aviation Authority of the Philippines (CAAP) Manual Standards for Aerodomes, the DOTr has allocated the amount of FORTY SIX MILLION PHILIPPINE PESOS (PHP46,000,000.00) to be downloaded to an account of LGU-Ormoc, solely assigned for the implementation of the project, to assist and in the pursuit of acquiring lots and improvement needed by the project and other related activities;

WHEREAS, the subject MOA provides that the implementation of the aforementioned project will be transferred and be exercised by LGU-Ormoc with the understanding that the disbursement of funds, deliveries, reimbursement and books of accounts under the subject MOA shall be in accordance with the breakdown of expenditures as embodied in the project proposal, and shall be subject to the usual accounting and auditing rules and regulations;

WHEREAS, the subject Memorandum of Agreement (MOA) has been reviewed by the Office of the City Legal Officer through City Legal Officer Atty. Jasper M. Lucero, finding that the terms of agreement in the MOA with the DOTr to be not contrary to law, morals, public policy and not prejudicial to the interest of the City, a copy of said opinion is herein attached as Annex "A" and made an integral part hereof;

WHEREAS, upon close and thorough review of the Terms of Partnership, this august Body finds that the subject matter will greatly benefit not only the city of Ormoc but also neighbouring municipalities and cities by boosting our respective economic activities that would ultimately redound to the greater benefit and interest of the City of Ormoc;

WHEREFORE, on motion presented by SP Member Benjamin S. Pongos, Jr., Chairman on Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Gregorio G. Yrastorza III, Nolito M. Quilang and Esteban V. Laurente; 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 MEMORANDUM OF AGREEMENT (MOA) FOR AND IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH THE DEPARTMENT OF TRANSPORTATION (DOTr), FOR THE IMPLEMENTATION OF THE CY 2018 ORMOC AIRPORT DEVELOPMENT PROJECT (SITE ACQUISITION);

ADOPTED, September 06, 2018.

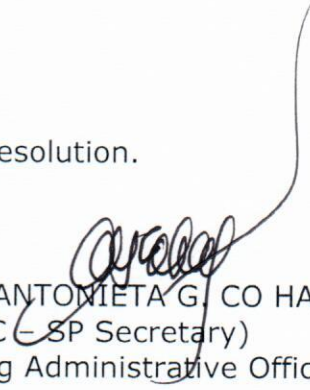
RESOLVED, FURTHER, that a copy of the duly notarized herein subject Memorandum of Agreement be submitted to this Sanggunian for its information and files;

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 City Budget Officer; the City Accountant; the City Treasurer; the City Auditor; the OIC-City Director, DILG, Engr. Jesus Jeremy D. Bagares; the OIC - Airport Project Development Unit (APDU), Engr. Abelardo D. Sore, Jr., and other offices concerned;

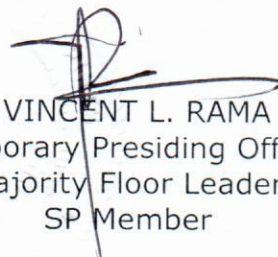
CARRIED UNANIMOUSLY.

Res. No. 2018-230

I HEREBY CERTIFY to the correctness of the above resolution.


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

ATTESTED:


VINCENT L. RAMA
(Temporary Presiding Officer)
Majority Floor Leader
SP Member

DEMO COPY



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

July 9, 2018

ALBERT PATRICK B. DEEN
Executive Assistant IV
LGU-Ormoc City

Re: Review of Memorandum of Agreement with DOTr

Dear Perry:

The undersigned reviewed the MOA with the DOTr and finds the same to be not contrary to law, morals, public policy and not prejudicial to the interest of the City.

The undersigned recommends that the same be forwarded to the SP for Resolution authorizing the mayor to sign the same.

Thank you.

Very Truly Yours,


ATTY. JASPER M. LUCERO
City Legal Officer





MEMORANDUM OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT (MOA), entered into by and between:

The **DEPARTMENT OF TRANSPORTATION (DOTr)**, a government agency with principal office at Apo Court, Pinatubo Street corner Sergio Osmeña Sr., Clark Freeport Zone, Angeles City, Pampanga, Philippines, represented herein by its Undersecretary for Aviation and Airports, **CAPT. MANUEL ANTONIO L. TAMAYO**, hereinafter referred to as "**DOTr**";

- and -

The **CITY GOVERNMENT OF ORMOC**, a local government unit duly organized and existing under Philippine laws with principal office at Ormoc City Hall, Philippines, represented herein by its Provincial Mayor, **HON. RICHARD I. GOMEZ**, hereinafter referred to as the "**LGU-Ormoc**".

WITNESSETH:

WHEREAS, the development of Ormoc City Airport has been included among the priority projects of the national government to serve the City of Ormoc including its influence area;

WHEREAS, it is the goal of the national government that the operations of Ormoc Airport be in conformity with the International Civil Aviation Organization (ICAO) Standards and Recommended Practices and with the Civil Aviation Authority of the Philippines (CAAP) Manual of Standards for Aerodromes;

WHEREAS, the DOTr has allocated the amount of One Hundred Twenty Eight Million Pesos (P128,000,000.00) under its CY 2018 for Ormoc Airport, portion of which shall be utilized for site acquisition in the amount of **Forty Six Million Pesos (P46,000,000.00)**;

WHEREAS, RA 10752 (An Act Facilitating the Acquisition of Right-of-Way Site or Location for National Government Infrastructure Projects) provides for streamlined procedures for acquisition of right of way (ROW) or site for national government infrastructure projects, which may also be adopted by local government units;

WHEREAS, the LGU-Ormoc has manifested its desire to support and assist the DOTr in the implementation of the project by way of facilitating the acquisition of the remaining affected lots and the improvements found thereon, including documentation of the property transfer, and activities necessary or ancillary to site acquisition;

NOW, THEREFORE, for and in consideration of the above premises, the parties hereby agree, as follows:

I. The DOTr, subject to the existing laws, rules and regulations shall:

- a. Allocate available funds to the LGU-Ormoc to cover the cost of the acquisition of lands needed for the upgrading to International standards and improvement of the existing Ormoc Airport;
- b. Facilitate the transfer of funds in the total amount of Forty Six Million Pesos (P46,000,000.00) for the operational expenses to be incurred by LGU-Ormoc in the pursuit of its task of acquiring the lots and improvement needed by the project and other related activities. Provided however, that the transfer of funds shall be made in

tranches contingent upon the actual financial need, progress of the programmed activities and the liquidation of funds already transferred;

- c. Validate the Parcellary Plan prepared by the consultant/s hired by the LGU-Ormoc and identify the areas to be acquired;
- d. Upon signing and approval of this MOA and subject to compliance with pertinent laws, issue the Letter Advice and Allotment Release (LAAR) for the aforementioned Project, cause the money/cash transfer in accordance with the following tranches:

Tranche	Percentage of Total Amount	Amount in Peso	Condition of Release of Funds
1 st Tranche	30%	13,800,000.00	15 days from signing and approval of this MOA
2 nd Tranche	30%	13,800,000.00	Upon full liquidation of the 1 st Tranche
3 rd Tranche	40%	18,400,000.00	Upon full liquidation of the previous release(s)
TOTAL	100%	46,000,000.00	Based on the above conditions

- e. Record the receipt/utilization and liquidation including the documentation of such money/cash transfer in accordance with the rules and regulations embodied in COA Circular No. 94-013, Item 3 of Circular No. 2012-001 and Circular 2016-002 dated 13 December 1994, 14 June 2012 and 31 May 2016, respectively.
- f. Coordinate and monitor the site/right-of-way acquisition activities.
- g. Upon recommendation of LGU-Ormoc, initiate the expropriation proceedings if necessary.

II. The LGU-Ormoc shall:

- a. Accept the funds transferred by the DOTr for the sole purpose of using said funds for the purchase of affected lots and the improvements found thereon, procurement of services for appraisal, survey works, and related activities, and all costs/expenses to be incurred for the transfer of the title of the properties acquired in the name of the DOTr;
- b. Utilize the funds transferred by the DOTr, strictly in accordance with this Agreement, and subject to the applicable laws, rules and regulations;
- c. Comply with the rules and regulations embodied under COA Circular No. 94-013, Item 3 of Circular No. 2012-001 and Circular 2016-002 dated 13 December 1994, 14 June 2012 and 31 May 2016, respectively for the receipt, utilization, documentation, disbursement and liquidation of money/cash transfer from the DOTr;
- d. Submit to DOTr the following pertinent and relevant documents:
 - i. Copy of the Official Receipt (O.R.) acknowledging receipt of the fund;
 - ii. Copy of the O.R. issued for the refund to the DOTr of unexpended/unutilized balance of fund transferred, including any interest thereof; and
 - iii. Other liquidation documents as may be required by pertinent COA Rules and Regulations aforesaid.

- e. Ensure that the ROW / site acquisition is undertaken consistent with the provisions of RA 10752 and its IRR and the related provisions of the Local Government Code;
- f. Procure the services of an Independent Property Appraiser (IPA) or a Government Financial Institution (GFI) for the purpose of undertaking property appraisal and related activities (e.g., conduct of parcellary survey, tagging of PAPs, etc.);
- g. Procure technical consultants for the conduct of survey works and other engineering works, hire project personnel required to undertake the LGU-Ormoc obligations under this MOA and other activities necessary or ancillary to site acquisition (e.g., research on property ownership, parcellary survey if not included in the deliverables of the IPA or GFI, consolidation of documents including TCTs and tax declarations, etc.);
- h. Initiate the process of acquisition through sale, and/or other modes of acquisition of the affected lots and the improvements found thereon in accordance with the provisions of RA 10752;
- i. Ensure that the affected lots are properly re-classified for purposes of the project;
- j. Cause and undertake the transfer of the title of the properties acquired in the name of the DOTr;
- k. Submit to the DOTr monthly report of cheque issued and report of disbursement certified correct by the Accountant, approved by the Official concerned and with proof of receipt of said reports by the Auditor concerned, including copies of paid disbursement vouchers, in connection with the implementation of the project;
- l. Liquidate all funds transferred and received by it in accordance with existing laws and Commission on Audit rules and regulations.
- m. Recommend to the DOTr for additional funding if necessary to acquire all the remaining lots and the lots needed for the diversion of road.
- n. The responsibility to secure the necessary permits shall be made the responsibility of LGU-Ormoc and not of the DOTr.

III. The DOTr and LGU-Ormoc shall perform their tasks in accordance with the provisions of this MOA.

IV. Deposit of Project Fund and Accounting Procedures

The DOTr shall deposit the cash/check that will be used for the Project to an account that the LGU-Ormoc shall assign solely for the implementation of the Project. The check shall be issued in the name of LGU-Ormoc for deposit to its trust account in its authorized government depository bank. The LGU-Ormoc shall issue its official receipt in acknowledgment.

A copy of the Reports of Check Issued and Report of Disbursement shall be turned over to DOTr.

V. Termination and/or Rescission

The DOTr reserves the right to rescind, terminate, revoke the Agreement for a violation by LGU of its obligations. Any termination of this Agreement shall be without prejudice to rights and liabilities, which have accrued under this Agreement

the date of termination, or with respect to any antecedent breach of the terms hereof, prior to termination, or any amount owing or due under this Agreement.

The parties further agree that when the site/ right-of-way activity is not commenced by the LGU-Ormoc within sixty (60) days from actual receipt of the initial release of funds, this Agreement shall be considered of no force and effect and any funds shall revert to DOTr.

VI. Effectivity

This Memorandum of Agreement shall take effect upon signing/ approval of the parties hereto unless earlier terminated or rescinded.

IN WITNESS WHEREOF, the parties hereunto have set their hands on this _____ day of _____ at _____, Philippines.

DEPARTMENT OF TRANSPORTATION

CITY GOVERNMENT OF ORMOC

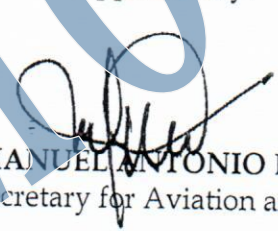
By:

By:


DANTE A. LULU
OIC-Assistant Secretary for Project Implementation

HON. RICHARD I. GOMEZ, M.B.A.
Provincial Mayor

Approved by:


CAPT. MANUEL ANTONIO L. TAMAYO
Undersecretary for Aviation and Airports

Signed in the presence of

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, for and in _____, this _____ day of _____, 2018, personally appeared the following:

Name	Government Identification	Date and Place of Issue
Dante A. Lulu	0341	
Richard I. Gomez		

Known to me to be the same persons who executed the foregoing instrument and having acknowledged to me that the same are their free act and deed as well as the free and voluntary act and deed on the entity they respectively represented.

This instrument consisting of five (5) pages including this page, which has been signed by the Parties together with their instrumental witnesses at the bottom of the instrument and on each every page thereof.

IN WITNESS WHEREOF, I have hereto affixed my signature and notarial seal on these presents at the place and on the date first above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2018 _____