

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 NOVEMBER 08, 2018

PRESENT:

Vincent L. Rama,

(Temporary Presiding Officer),

SP Member, Majority Floor Leader

Mario M. Rodriguez,

SP Member, Presiding Officer "Pro-Tempore"

Tomas R. Serafica,

(Acting City Vice Mayor),

SP Member, Asst. Majority Floor Leader

Benjamin S. Pongos, Jr.,

SP Member

Eusebio Gerardo S. Penserga,

SP Member

Gregorio G. Yrastorza III,

SP Member

Nolito M. Quilang,

SP Member

Lea Doris C. Villar,

SP Member, Asst. Minority Floor Leader

Esteban V. Laurente,

Ex-Officio SP Member, Chapter President,

Liga ng mga Barangay ng Ormoc

Jasper C. Yerro,

Ex-Officio SP Member, Chapter President,

Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:

Leo Carmelo L. Locsin, Jr.

(Acting City Mayor),

City Vice Mayor & Presiding Officer

ON LEAVE:

John Eulalio Nepomuceno O. Aparis II,

SP Member

Minority Floor Leader

**RESOLUTION NO. 2018-277**

**A RESOLUTION GRANTING THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR THE AUTHORITY 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 SECURITY BANK FOUNDATION, INC. AND THE DEPARTMENT OF EDUCATION, ORMOC CITY DIVISION (DepEd ORMOC) FOR THE REPAIR OF THE SCHOOL BUILDING DONATED TO IPIL CENTRAL SCHOOL AND NEW ORMOC CITY NATIONAL HIGH SCHOOL.**

WHEREAS, the Office of the City Mayor through an Endorsement dated November 5, 2018, forwarded to this august Body for consideration the Memorandum of Agreement (MOA), to be entered into by the Local Government Unit of Ormoc (LGU-Ormoc) with the Security Bank Foundation, Inc. (SBFI) and the Department of Education Ormoc City Division (DepEd Ormoc) for the repair of the school building donated to Ipil Central School and New Ormoc City National High School, and further requesting that the matter be treated as EXTREMELY URGENT, a copy of the final MOA is hereto attached as Annex "A" and made an integral part hereof;



WHEREAS, Security Bank Foundation, Inc. (SBFI), is a non-stock, non-profit foundation organized as Security Bank Corporation's corporate social responsibility arm to establish, support, finance and operate charitable programs with the goal of community development, and the social and economic amelioration of the less privileged;

WHEREAS, as such, SBFI provides support for the major repair of its donated school buildings especially those that were damaged by man-made and natural calamities;

WHEREAS, to recall, on or about four o'clock (4:00) in the afternoon of July 6, 2017, the City of Ormoc was struck by a 6.5 Magnitude Earthquake causing damage to various infrastructures in Ormoc City;

WHEREAS, SBFI has identified the donated classrooms in Ipil Central School and New Ormoc City National High School to be qualified for repair due to the damages it sustained after the July 2017 earthquake;

WHEREAS, in pursuit of the project's successful implementation, the involvement of the local government unit and the Department of Education Division office where the classrooms to be repaired are located would be needed;

WHEREAS, the Project specifically provides for the repair of the two (2) storey, six (6) classroom buildings in Ipil Central School and New Ormoc City National High School to be undertaken by SBFI in coordination with LGU-Ormoc and DepEd Ormoc;

WHEREAS, in a letter dated November 5, 2018, the Assistant City Legal Officer, Atty. Jesus Manuel A. Horca III, stated that after a review of the draft MOA, the same was found not to be contrary to law, morals, good customs, public policy and public order and further recommended that the same be indorsed to this Sanggunian for the authority of the City Mayor to sign the same, a copy of the said letter is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, upon close and thorough review, this Sanggunian finds that the aforementioned MOA is advantageous and for the best interest of the City, most importantly the students of the recipient schools, as the repair of said buildings will ensure the safety of the City's growing number of students and enhance the learning conditions of the students who, as the future generation, will become responsible, respected and productive members of the society, and so therefore necessitates prompt favorable action by this Sanggunian;

NOW THEREFORE, on motion of SP Member Benjamin S. Pongos, Jr., Chairman of the Committee on Laws and Ordinances, severally seconded by SP Members Nolito M. Quilang, Esteban V. Laurente and Gregorio G. Yrastorza III; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION GRANTING THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR THE AUTHORITY 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 SECURITY BANK FOUNDATION, INC. AND THE DEPARTMENT OF EDUCATION, ORMOC CITY DIVISION (DepEd ORMOC) FOR THE REPAIR OF THE SCHOOL BUILDING DONATED TO IPIL CENTRAL SCHOOL AND NEW ORMOC CITY NATIONAL HIGH SCHOOL;

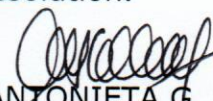
ADOPTED, November 08, 2018.



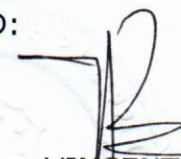
RESOLVED FURTHER, that copies of this resolution be furnished each to the City Mayor, Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; City Legal Office; the Department of Education, Ormoc City Division; Security Bank Foundation, Inc; the OIC-City Director of DILG and other concerned offices, for their information and guidance.

CARRIED UNANIMOUSLY.

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

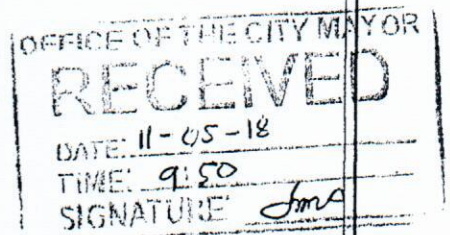
# OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte



05 November 2018

**MA. VICTORIA LYRA P. DELA CERNA RRT, MBA-HA, MPA**  
City Govt. Asst. Dept Head I  
City Mayor's Office  
LGU – Ormoc City



Re: Review of Draft MOA between LGU Ormoc, Security Bank Foundation Inc (SBFI), and DepEd Ormoc City Division

## References:

1. Referral dated 29 Oct 2018 requesting comment.
2. Draft MOA

Dear Ms. Dela Cerna:

1. The undersigned has reviewed the draft MOA and finds the same to be not contrary to law, morals, good customs, public policy and public order.
2. It is recommended that the MOA be indorsed to the SP for the authority of the Mayor to sign the same.
3. It is likewise recommended that, following approval of the MOA, the necessary designation of CEO personnel be made in accordance with the obligations of the City under part II(A)(2) thereof.
4. For the consideration of the CMO.

For the City Legal Officer:

Most Respectfully,

**ATTY. JESUS MANUEL A. HORCA III**  
City Govt. Asst. Dept. Head  
Assistant City Legal Officer

OFFICE OF THE CITY MAYOR  
Ormoc City

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CITY CLERK

New Ormoc City Hall, Aunubing St., Cogon, Ormoc City  
(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com



## **MEMORANDUM OF AGREEMENT**

(The Project: REPAIR OF SCHOOL BUILDING DONATED TO IPIL CENTRAL SCHOOL AND NEW ORMOC CITY NATIONAL HIGH SCHOOL)

This Memorandum of Agreement is made and executed this \_\_\_\_\_ day of \_\_\_\_\_ 2018 at \_\_\_\_\_, Philippines, by and between:

**SECURITY BANK FOUNDATION, INC.**, a non-stock, non-profit corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at 8/F Security Bank Centre, 6776 Ayala Avenue, Makati City, represented herein by its Chairman, **MR. RAFAEL F. SIMPAO, JR.**, hereinafter referred to as "SBFI";

**DEPARTMENT OF EDUCATION DIVISION OF ORMOC CITY**, a government unit duly organized and existing under the laws of the Republic of the Philippines, with address at C.S. Mendola Street, Ormoc City, Leyte represented by its **Schools Division Superintendent, MR. PEDRO T. ESCOBARTE, JR.** hereinafter referred to as "DEPED";

-and-

**CITY GOVERNMENT OF ORMOC**, a local government unit duly organized and existing under the laws of the Philippines, with address at the Dalingdangan Street, Ormoc City, Leyte represented by its **Mayor, HON. RICHARD GOMEZ**, hereinafter referred to as "Partner LGU";

WITNESSETH: That -

**WHEREAS**, SBFI provides support for the major repair of its donated school buildings especially those that were damaged by man-made and natural calamities;

**WHEREAS**, SBFI has identified the donated classrooms in **IPIL CENTRAL SCHOOL** and **NEW ORMOC CITY NATIONAL HIGH SCHOOL** to be qualified for repair due to the damages it sustained after the July 2017 earthquake, hereinafter referred to as the "Project";


**WHEREAS**, for the successful implementation of the Project, the involvement of the local government unit and the Department of Education Division office where the classrooms to be repaired are located would be needed;

**NOW THEREFORE**, for and in consideration of the terms and conditions herein below set forth, the parties hereby mutually agree as follows:

### **I. PROJECT SPECIFICATIONS**

1. Objective: To repair the **two (2) storey, six (6) classroom buildings** in **IPIL CENTRAL SCHOOL** and **NEW ORMOC CITY NATIONAL HIGH SCHOOL** in accordance with the scope of repair work recommended by the Third Party Structural Consultant hired by SBFI and approved by the Construction Project Officer of SBFI.
2. Funding: Funding for the Project shall come from SBFI, the amount of which shall be approved by the Board of Trustees of SBFI after bidding and identification of the Third Party Contractor. Terms of the disbursement of the fund are set forth in Article III below. Hence, the actual Project Cost shall be the amount referred to in the Repair Contract to be executed by SBFI with the Third Party Contractor.
3. Project Supervision: SBFI, through its Construction Project Officer, shall provide the overall supervision of the repair of the classrooms by a Third Party Contractor on site, including but not limited to the following:
  - a. Ensure that the Project is finished within **SIXTY (60) calendar days** from commencement of work or within the period indicated in the Work Schedule,
  - b. Monitor and ensure that the classrooms are repaired in accordance with the scope of work recommended by the Third Party Structural Consultant hired by SBFI



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- and the documents submitted by the Third Party Contractor as enumerated in Article III, Section 2 below,
- c. Inspect the repaired classrooms for any defects within ten (10) days from the last day of repair of the school building, and countersign the Certificate of Completion issued by the Third Party Contractor,
  - d. Certify all progress reports of the Third Party Contractor within five (5) working days from receipt of the progress billings,

## II. THE PROJECT PARTNERS

### A. The PARTNER LGU

The **CITY GOVERNMENT OF ORMOC ("Partner LGU")**, through the Office of the City Mayor and the Office of the City Engineer, shall:

1. Expedite the necessary city resolutions, permits and licenses required by law for The Project.
2. Appoint a Project Supervising Engineer from the Office of the City Engineer who shall perform the project supervision functions of SBFI when there is no appointed Construction Project Officer from SBFI. In cases where a Third Party Contractor is hired and there is no appointed Construction Project Officer from SBFI, the appointed Project Supervising Engineer shall, together with the Project Supervising Engineer from DepEd, certify the progress reports of the Third Party Contractor within five (5) working days from receipt to ensure timely release of cash flows to keep the Project on schedule.
3. Issue a certificate of existence of project to validate the repair of the classrooms of the beneficiary school.

### B. DEPARTMENT OF EDUCATION

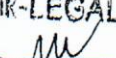
**DepEd**, through **IPIL CENTRAL SCHOOL** and **NEW ORMOC CITY NATIONAL HIGH SCHOOL**, shall:

1. Appoint the School Principal of the beneficiary as Assistant Project Manager, to help in monitoring the progress of the repair.
2. Maintain and manage the classrooms after the completion of the repair work.
3. Shoulder the electrical and water expenses incurred during the period of the repair of the classrooms.
4. Work with SBFI's contractor and DepEd Division's Physical Facilities Unit in putting together the requirements for the application of the necessary repair permits and certificate of occupancy, and submit the duly accomplished application forms and requirements for the repair permits to the Office of the City Engineer. The applicant for the necessary repair permit should be the public school beneficiary of the school building donation.
5. Submit the progress/accomplishment reports on the repair project within five (5) working days, on behalf of SBFI, to the DepEd Division's Physical Facilities Unit and Office of the City Engineer for certification.

**DepEd**, through the **Division Office**, shall:

1. Assist the public school beneficiary in putting together the requirements for the application of the necessary repair permits and certificate of occupancy, and submit the duly accomplished application forms and requirements for the repair permits to the Office of the City Engineer.
2. Appoint a Project Supervising Engineer from the DepEd Division Physical Facilities Unit who shall perform the project supervision functions of SBFI when there is no appointed Construction Project Officer from SBFI. In cases where a Third Party Contractor is hired and there is no appointed Construction Project Officer from SBFI, the appointed Project Supervising Engineer shall, together with the Project Supervising Engineer from the Office of City Engineer, certify the progress reports of the Third Party Contractor within five (5)



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working days from receipt to ensure timely release of cash flows to keep the Project on schedule.

3. Accept and assume maintenance and management of the classrooms after completion of the repair.

### III. OTHER TERMS AND CONDITIONS

1. The total Project price is a fixed lump sum amount which shall not in any way or for any reason be subject to any escalation whatsoever, and the itemization for the progress-of-work payments shall be for billing purposes only.

2. In the event that a third party construction firm is hired by SBFI to work on the repair of the classrooms, SBFI shall require the said firm to provide a Performance Bond for the Project amounting to 40% of the total project cost. The Third Party Contractor shall provide all the parties with copies of the Work Schedule with corresponding budget for approval by SBFI. SBFI shall turn over the repair specifications to the Third Party Contractor for its compliance, as well as provide copies of said documents to all parties.

3. The Partner LGU likewise holds SBFI free and clear of all accountabilities due to the fault or negligence of the Partner LGU or any of its employees which may result in the LGU's failure to comply with this agreement. The Partner LGU shall also hold SBFI free and clear of all accountabilities due to the fault or negligence of the Third Party Contractor and shall further assist SBFI in holding the Third Party Contractor liable due to the latter's fault or negligence which may result in delay or non-performance of the third party contract, or to any injury, sickness, loss or damage to any person or property.

4. Any taxes or government fees due to this Project shall be for the sole account of the Partner LGU. In this regard, all the necessary rulings for any tax exemption or deduction shall be obtained by and shall be the responsibility of the Partner LGU.

5. Any and all questions or issues that may arise from the implementation of the Project shall be referred to SBFI, whose decision on the matter shall be final and conclusive.

6. SBFI, represented by its Program Manager or authorized representative, shall be authorized to visit the project site at any time.

7. In the event of any violation of the terms and conditions of this Agreement, SBFI shall have the option to withhold the succeeding fund releases for the Project and/or to withdraw from the Project. SBFI shall give the other parties hereto at least fifteen (15) days advance written notice before the intended date of withdrawal. However, with respect to items for reimbursement/payment under this MOA and withholding of fund releases and/or withdrawal from the Project, SBFI shall honor those items already submitted to SBFI for reimbursement prior to the date the advance written notice is sent out and those expenses already incurred on dates prior to the receipt of the advance written notice, even if those items for reimbursement were only given/presented to SBFI after receipt of the said notice.

8. This Agreement shall cover the repair of the classrooms and completion of the Project within a maximum period of **SIXTY (60) calendar days** or within the period indicated in the approved Work Schedule, starting on the date of the signing of this Memorandum of Agreement or the first day of actual repair, whichever comes earlier.

9. Any material alteration of or deviation from the provisions of this Agreement, shall be made only upon prior written consent of SBFI.

### IV. REPRESENTATIONS AND WARRANTIES

The Parties hereby represent, warrant, and undertake that:

1. The Parties are duly authorized to execute and deliver this Agreement and all other documents related hereto, and the performance and observance by the Parties hereof and thereof are within their power and have been authorized by the necessary acts and deed.

2. The signatories to this Agreement signing for and in behalf of the Parties have full power and authority to act for their respective principals.

3. The Parties shall faithfully comply with the terms set forth in the Project and any other instrument or document relative to the repair and operation of the Project.

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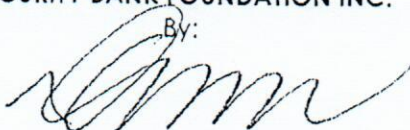
4. All governmental authorizations, approvals, rulings, registrations, and other acts legally necessary for the execution of this Agreement, and for the Parties to enter into and comply with their obligations under this Agreement shall have been obtained or effected before the repair of the Project.

5. The obligations of the Parties under this Agreement shall constitute their legal, valid and binding obligations, enforceable in accordance with the terms thereof, and which shall not violate or conflict with the Local Government Code of 1991 or related statutes or regulations, or any law of the Republic of the Philippines.

**IN WITNESS WHEREOF**, the Parties hereto have signed these presents on the date and place first above mentioned.

**SECURITY BANK FOUNDATION INC.**

By:



**RAFAEL F. SIMPAO, JR.**  
Chairman

**CITY GOVERNMENT OF ORMOC**

By:

**HON. RICHARD GOMEZ**  
Mayor of Ormoc City


**DEPARTMENT OF EDUCATION  
DIVISION OF ORMOC CITY**

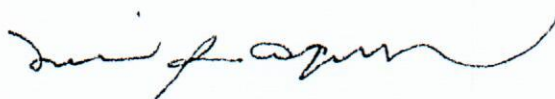
By:

**Schools Division Superintendent**

SIGNED IN THE PRESENCE OF:

**MS. LEONELA LAPLANA**  
Principal, Ipil Central School

  
**DR. ANA CORITA BRILATA**  
Principal, New Ormoc City National High School



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Reviewed by: M 4



## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF ) S.S.

BEFORE ME, Notary Public for and in \_\_\_\_\_, personally appeared the following representing their respective institutions/corporations:

NAME	IDENTIFICATION NO.	PLACE OF ISSUE	DATE OF ISSUE
Mr. Rafael F. Simpao, Jr. Chairman Security Bank Foundation, Inc.	P1559268A (Passport)	DFA NCR SOUTH	January 09, 2017
Richard Gomez Mayor City Government of Ormoc			
Schools Division Superintendent DepEd-Division of Ormoc City			

all known to me to be the same persons who executed the foregoing Agreement, and all acknowledged to me that the same is their free and voluntary deed as well as the free voluntary deed of the entities they represent.

I CERTIFY that the foregoing instrument consists of five (5) pages including this page on which the acknowledgment is written and the aforementioned annexes so identified in this Agreement. The parties and their instrumental witnesses signed all pages of the main instrument.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of \_\_\_\_ 2018 at \_\_\_\_\_ Philippines.

Notary Public

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 2018.

Security Bank-LEGAL 5  
Reviewed by: MM