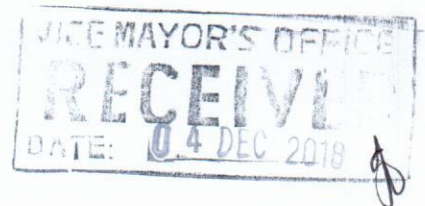




REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



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 29, 2018

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
Tomas R. Serafica,	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
John Eulalio Nepomuceno O. Aparis II,	SP Member
	Minority Floor Leader
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:

Vincent L. Rama, (Acting City Mayor),  
SP Member, Majority Floor Leader

**RESOLUTION NO. 2018-298**

**A RESOLUTION GRANTING AUTHORITY TO THE CITY  
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY  
MAYOR TO ENTER INTO AND SIGN THE  
SUPPLEMENTAL MEMORANDUM OF AGREEMENT  
(MOA), FOR AND ON BEHALF OF THE LOCAL  
GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH  
THE DEPARTMENT OF SOCIAL WELFARE AND  
DEVELOPMENT (DSWD) TO THE MEMORANDUM OF  
AGREEMENT (MOA) DATED SEPTEMBER 29, 2017  
SUBJECT OF SANGGUNIANG PANLUNGSOD  
RESOLUTION NO. 2017-210 FOR THE  
CONSTRUCTION OF TRANSITIONAL SHELTERS AND  
SUPPORT FACILITIES FOR THE EARTHQUAKE-  
AFFECTED FAMILIES IN ORMOC CITY.**

WHEREAS, this august Body was in receipt of an Indorsement from the Office of the City Mayor (CMO) dated November 6, 2018, endorsing a Supplemental Memorandum of Agreement (MOA) relative to the Construction of Transitional Shelters and Support facilities for the Earthquake-Affected Families in Ormoc City in the amount of PHP 38,942,080.00 and therefore requesting therein for the passage of a resolution granting authority to the City Mayor Richard I. Gomez or the acting City Mayor to enter into and sign the same, a copy of the said Supplemental MOA is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, in an Endorsement dated September 4, 2018 from the Office of the City Mayor requesting for the passage of a resolution granting authority to the City Mayor to sign a MOA relative to the aforementioned program, further requesting that the matter be treated as EXTREMELY URGENT, a copy of the said Endorsement is hereto attached as Annex "B" and made an integral part hereof;



WHEREAS, to recall, this Sanggunian passed SP Resolution 2017-210, entitled "A RESOLUTION GRANTING AUTHORITY TO THE HONORABLE CITY MAYOR RICHARD I. GOMEZ TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT-FIELD OFFICE VIII, REPRESENTED BY THE REGIONAL DIRECTOR, MR. RESTITUTO B. MACUTO, FOR THE IMPLEMENTATION IN ASSISTING THE CONSTRUCTION OF TRANSITIONAL SHELTERS FOR THE EARTHQUAKE-AFFECTED HOUSEHOLDS OR FAMILIES IN ORMOC CITY," a copy of said Resolution is hereto attached as Annex "C" and made an integral part hereof, which Resolution resulted to the execution of the MOA dated September 29, 2017;

WHEREAS, the DSWD recognizes the immediate necessity for assisting the affected families through the provision of transitional shelters pending the provision of resettlement housing projects for these affected families in order to keep them away from multiple natural hazards and psychosocial effects of the earthquake;

WHEREAS, aside from being displaced by the said earthquake, the families are also affected by climate-related weather events, therefore necessitating the building of the aforementioned temporary shelters in order to have the families move forward from the disaster that beset them;

WHEREAS, as mentioned, the DSWD has an existing MOA with LGU-Ormoc for the construction of 2,272 Transitional Shelter Units for Ormoc City disaster victims of the July earthquake with component of Cash for Work executed Last September 29, 2017, a copy of the executed MOA is hereto attached as Annex "D" and made an integral part hereof;

WHEREAS, there had been changes in the implementation of said MOA, chief among them which are the following: the reduction of the number of transitional shelters in order to respond to the reduction of the number of qualified beneficiaries of the same; the increase of the budget of each shelter owing to inflation and other factors; and, the inclusion of the construction of support facilities, hence, necessitating the LGU-Ormoc and the Department of Social Welfare and Development (DSWD) to enter into the subject Supplemental MOA in order to respond and address the said changes;

WHEREAS, the subject supplemental MOA of this Resolution specifically provides for amendments to the earlier executed MOA, with the former forming part and parcel to the latter;

WHEREAS, upon perusal of the draft supplemental MOA, the Assistant City Legal Officer, Atty. Jesus Manuel Horca, III, respectfully forwarded to the Office of the Chairman of this Sanggunian's Committee on Laws and Ordinances a letter dated November 21, 2018, stating that the said MOA contains revisions substantially in accordance with the "Project Proposal on the Proposed Revisions on the Construction of Transitional Shelters and support Facilities for the Earthquake-Affected Families in Ormoc City as Per Catch-Up Planning" and that the City Legal Office finds nothing legally objectionable thereto, a copy of said letter is hereto attached as Annex "E" and made an integral part hereof;

WHEREAS, upon close and thorough review, this Sanggunian, finds that the MOA is not contrary to law and existing contracts, and that the same will further serve the best interests of the City, most especially the earthquake affected families and so therefore, most deserving of this august Body's full support and affirmative action to the same;



WHEREFORE, on joint motion of SP Member Benjamin S. Pongos Jr., Chairman, Committee on Laws and Ordinances and SP Member Nolito M. Quilang, Vice-Chairman, Committee on Social Welfare, Senior Citizens and Persons with Disability, severally seconded by SP Members Mario M. Rodriguez, Tomas R. Serafica, Eusebio Gerardo S. Penserga, Gregorio G. Yrastorza III, John Eulalio Nepomuceno O. Aparis II, Lea Doris C. Villar, Esteban V. Laurente and Jasper C. Yerro; 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 SUPPLEMENTAL MEMORANDUM OF AGREEMENT (MOA), FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) TO THE MEMORANDUM OF AGREEMENT (MOA) DATED SEPTEMBER 29, 2017 SUBJECT OF SANGGUNIANG PANLUNGSOD RESOLUTION NO. 2017-210 FOR THE CONSTRUCTION OF TRANSITIONAL SHELTERS AND SUPPORT FACILITIES FOR THE EARTHQUAKE-AFFECTED FAMILIES IN ORMOC CITY;


ADOPTED, November 29, 2018.

RESOLVED, FURTHER, that copies of the final and notarized supplemental Memorandum of Agreement (MOA) be furnished 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 Office; the City Social Welfare and Development Office; the Department of Social Welfare and Development (DSWD) Field Office VIII; the OIC-City Director, DILG; and all other offices concerned 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:

  
LEO CARMELO L. LOCSIN, JR.  
City Vice Mayor & Presiding Officer

## SUPPLEMENTAL MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Supplemental Agreement is made and entered into by and between:

The **DEPARTMENT AND SOCIAL WELFARE AND DEVELOPMENT (DSWD)** Field Office VIII herein represented by its Regional Director, **RESTITUTO B. MACUTO**, with principal office at Magsaysay Boulevard, Tacloban City, herein referred to as the "**First Party**".

-AND-

The **LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU ORMOC)**, with office address at New Ormoc City Hall, Aunubing Street, Barangay Cogon, Ormoc City, herein represented by **RICHARD I. GOMEZ**, City Mayor, herein referred to as the "**Second Party**".

### WITNESSETH, That:

WHEREAS, the **DEPARTMENT AND SOCIAL WELFARE AND DEVELOPMENT (DSWD)** has an existing Memorandum of Agreement with the **LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU ORMOC)** for the construction of **2,272 Transitional Shelter Units for Ormoc City disaster victims of the earthquake in July 20017 with component of Cash For Work** executed last September 29, 2017 and notarized before Notary Public in Ormoc City on September 29, 2017. A copy of the Memorandum of Agreement is attached and made an integral part of this instrument;

WHEREAS, Article 1 – Areas of Responsibility of the said MOA provides that **DSWD** shall transfer funds to the Second Party a total amount of **Thirty eight million nine hundred forty two thousand eighty pesos (Php38,942,080.00)** on single tranche for the construction of 2,272 Temporary Shelter Units specifically as follows:

- a. Transitional shelter in the amount of **Php34,080,000.00** at **P15,000.00** each; and,
- b. CFW in the amount of **P4,862,080.00** at **Php2,140.00** per person for 10 days.

WHEREAS, the **DSWD** had already transferred the total amount of **Thirty eight million nine hundred forty two thousand eighty pesos (Php38,942,080.00)** to Ormoc City LGU last January 31, 2018;



**WHEREAS**, the DSWD and Ormoc City deemed it necessary to amend the said MOA to ensure the provision of adequate transitional shelters with appropriate facilities for a normal living;

**NOW, THEREFORE**, for and in consideration of the foregoing premises the DSWD and Ormoc City LGU hereto have agreed to the following:

**Section 1. Areas of Responsibility**

1. Increase the Transitional Shelter Cost from Fifteen Thousand Pesos (Php15,000.00) to Twenty Nine Thousand Nine Hundred Seventy Four Pesos and Five Centavos (Php29,974.05) each for the Eight Hundred Eighty Four (884) units amounting to Twenty Six Million Four Hundred Ninety Seven Thousand Sixty Pesos and Twenty Centavos (Php26,497,060.20) in consideration of the rise in prices of construction materials and given the allotment of the LGU fund counterpart for the construction of access roads and construction of support facilities, as follows:
  - i. Twelve (12) units of mess hall amounting to Six Hundred Thirty Six Thousand Pesos (Php636,000.00) at Fifty Three Thousand Pesos (Php53,000.00) each;
  - ii. Twenty (20) units of community kitchens amounting to Seven Hundred Fifty Eight Thousand Pesos (Php758,000.00) at Thirty Seven Thousand Nine Hundred Pesos (Php37,900.00) each;
  - iii. Ninety-nine (99) common toilets/bathrooms amounting to Five Million Three Hundred Six Thousand Four Hundred Pesos (Php5,306,400.00) at Fifty Three Thousand Six Hundred Pesos (Php53,600.00) each;
  - iv. Thirty-three (33) PWD toilets/bath rooms amounting to Eight Hundred Seventy One Thousand Two Hundred Pesos (Php871,200.00) at Twenty Six Thousand Four Hundred Pesos (Php26,400.00) each;
2. Increase on the work period for the CFW from ten (10) days/person to twenty five (25) days/person for the construction of the TS, mess halls, community kitchens and toilets/bathrooms at Two Hundred Twenty Nine Pesos (Php229.00)/day/person at Four Million Six Hundred Fifty Six Thousand Twenty Eight Pesos (Php4,656,028.00).
3. Construction of Child-Friendly Space and Women-Friendly Space amounting to Two Hundred Seventeen Thousand Three Hundred Ninety One Pesos and Eighty Centavos (Php17,391.80) for multi-purpose use of the residents of the transitional shelters.

Section 2. This Supplemental Memorandum of Agreement shall form as an integral part of the MOA between DSWD and Ormoc City LGU dated September 29, 2017 and in cases of conflict between the two, the provision of the former shall prevail over the latter.

Section 3. Amendments to the Supplemental Memorandum of Agreement

This Supplemental Memorandum of Agreement may be amended in writing by mutual agreement by the Contracting Parties.

Section 4. Effectivity and Termination

This Supplemental Memorandum of Agreement shall take effect immediately upon signing by the Contracting Parties.

This Supplemental Memorandum of Agreement shall be terminated upon execution of an Exit MOA between DSWD and Ormoc City LGU.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ in the City of Tacloban, Philippines.

Department of Social Welfare  
and Development FO VIII

Ormoc City  
Local Government Unit

RESTITUTO B. MACUTO  
Regional Director

RICHARD I. GOMEZ  
City Mayor

WITNESSES

\_\_\_\_\_

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
City of Tacloban ) S.S

BEFORE ME, a Notary Public for and in Tacloban City, Philippines personally appeared the following persons with their respective identification cards/passports, to wit:

Name	ID Presented and ID Number
<b>RESTITUTO B. MACUTO</b>	
<b>RICHARD I. GOMEZ</b>	

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, on the date and place first above written.

DEMO COPY



"Annex E"

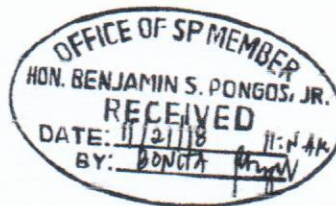
**OFFICE OF THE CITY LEGAL OFFICER**

Ormoc City, Leyte



21 November 2018

**ATTY. BENJAMIN S. PONGOS, JR.**  
SP Member  
Sangguniang Panlungsod  
LGU Ormoc



Re: Comment on Supplemental MOA Between LGU Ormoc and DSWD FO VIII in re Transitional Shelters

References:

1. Undated, unsigned note to ACLO directing rendition of comment.
2. Draft Supplemental MOA.

SP Member Pongos:

1. It appears the draft supplemental MOA contains revisions substantially in accordance with the "Project Proposal on the Proposed Revisions on the Construction of Transitional Shelters and Support Facilities for the Earthquake-Affected Families in Ormoc City as Per Catch-Up Planning" prepared by the OIC, CSWDO and approved by the Mayor (copy attached).
2. This Office finds nothing legally objectionable to the supplemental MOA.
3. For the consideration of the Office of the Honorable Benjamin S. Pongos, Jr.

For the City Legal Officer:

Most Respectfully,

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

New Ormoc City Hall, Aunubing St., Cogon, Ormoc City  
(853)255-7395 loc. 1010 ++ clo.ormoc@gmail.com



"Annex B"

VICE MAYOR'S OFFICE  
RECEIVED  
25 SEP 2017

SANGGUNIANG PANLUNGSOD  
RECEIVED  
26 SEP 2017  
ORMOC NG ORMOC

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 22, 2017 IN LIEU OF  
SEPTEMBER 21, 2017

PRESENT:

Leo Carmelo L. Locsin, Jr.,  
Vincent L. Rama,  
Mario M. Rodriguez,  
Tomas R. Serafica,  
Benjamin S. Pongos, Jr.,  
Eusebio Gerardo S. Penserga,  
Gregorio G. Yrastorza III,  
Nolito M. Quilang,  
John Eulallo Nepomuceno O. Aparis II,

Vice Mayor & Presiding Officer  
SP Member, Asst. Majority Floor Leader  
SP Member, Presiding Officer "Pro-Tempore"  
SP Member  
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  
SP Member, Majority Floor Leader

Lea Doris C. Villar,  
Mariano Y. Corro,

ON LEAVE:

Rolando M. Villasencio,

RESOLUTION NO. 2017-210

A RESOLUTION GRANTING AUTHORITY TO THE HONORABLE  
CITY MAYOR RICHARD I. GOMEZ TO ENTER INTO AND  
SIGN A MEMORANDUM OF AGREEMENT FOR AND ON  
BEHALF OF THE LOCAL GOVERNMENT UNIT ORMOC (LGU-  
ORMOC) WITH THE DEPARTMENT OF SOCIAL WELFARE  
AND DEVELOPMENT-FIELD OFFICE VIII, REPRESENTED BY  
THE REGIONAL DIRECTOR, MR. RESTITUTO B. MACUTO,  
FOR THE IMPLEMENTATION IN ASSISTING THE  
CONSTRUCTION OF TRANSITIONAL SHELTERS FOR THE  
EARTHQUAKE-AFFECTED HOUSEHOLDS OR FAMILIES IN  
ORMOC CITY.

WHEREAS, this august Body was in a receipt of an extremely urgent  
indorsement from the Office of the City Vice- Mayor dated September 8, 2017  
relative to the preceding communication from the Office of the City Mayor,  
requesting therein the passage of a resolution authorizing the Honorable City Mayor  
Richard I. Gomez to enter into and sign a Memorandum Agreement (MOA) for and  
on behalf of the Local Government Unit of Ormoc (LGU-Ormoc) with the  
Department of Social Welfare and Development - Field Office VIII, represented by  
the Regional Director, Mr. Restituto B. Macuto, for the implementation in assisting  
the construction of Transitional Shelters for the earthquake-affected households in  
Ormoc City;

WHEREAS, the City of Ormoc was struck with 6.5 magnitude earthquake last  
July 6, 2017 at around 4:15 in the afternoon in effect a number of houses were  
unlivable and has left 2,272 families in the City;

WHEREAS, the Department of Social Welfare and Development recognizes the need for assisting disaster victims of earthquake incident in the construction of a transitional shelters;

WHEREAS, there is a need to immediately move the disaster affected families to a safe and secure transitional shelters that will help them move onwards from the disaster that beset them;

WHEREAS, the Department of Social Welfare and Development believes in partnerships with the concerned disaster-stricken local government unit to enable them to put up transitional units;

WHEREAS, the Department of Social Welfare and Development will transfer the fund to the Local Government Unit of Ormoc in the total amount of THIRTY EIGHT MILLION NINE HUNDRED FORTY TWO THOUSAND AND EIGHTY PESOS (P38,942,080.00) on a single tranche for the construction of two thousand two hundred seventy two transitional units Broken down as follows;

For Construction of Transitional Shelters	P34,080,000.00
Cash for work at P2,140 per person for 10 days	4,862,080.00
Total	P38,942,080.00

WHEREAS, the Local Government Unit of Ormoc (LGU-Ormoc) will construct the transitional units for those earthquake affected families who will avail of the same;

WHEREAS, the Memorandum of Agreement clearly stipulates the specific obligations and responsibilities of the concerned parties towards its achievement and emphasizes the all -important partnership of the Local Government Unit of Ormoc and the Department of Social Welfare and Development to ensure the completion and the turn-over of the Transitional Units;

WHEREAS, the City Legal Officer upon review of the draft of the aforementioned MOA, finds that the same is in order, not detrimental to the interests of the City, not contrary to law, morals and public policy;

WHEREAS, this august Body finds that the MOA will serve the best interest of the City in terms of addressing the needs of the earthquake affected families for transitional units;

WHEREFORE, on the motion of SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws & Ordinance, severally seconded by SP Members Vincent L. Rama, Tomas R. Serafica, Eusebio Gerardo S. Pensaraga, Gregorio G. Yrastorza III, Nolito M. Quilang, John Eulalio Nepomuceno O. Aparis II, Lea Doris C. Villar and Mariano Y. Corro; be it;

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE HONORABLE CITY MAYOR RICHARD I. GOMEZ TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT ORMOC (LGU- ORMOC) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT-FIELD OFFICE VIII, REPRESENTED BY THE REGIONAL DIRECTOR, MR. RESTITUTO B. MACUTO, FOR THE IMPLEMENTATION IN ASSISTING THE CONSTRUCTION OF TRANSITIONAL SHELTERS FOR THE EARTHQUAKE-AFFECTED HOUSEHOLDS OR FAMILIES IN ORMOC CITY;

ADOPTED, September 22, 2017.

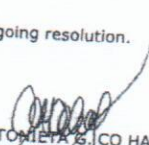


RESOLVED, FURTHER, that a copy of the final and notarized MEMORANDUM OF AGREEMENT (MOA), be submitted to this Sanggunian for its information and files;


RESOLVED, FINALLY, to furnish copies of this resolution to the City Mayor of Ormoc, Richard I. Gomez; the City Administrator; the City Legal Officer; the DSWD Field Office VIII, Regional Director Restituto B. Macuto; the City Engineering Office; the Office of the Building Official; the City Treasurer; the OIC-City Accountant; the City Budget Officer; the CSWDO-Ormoc; the OIC-City Director, DILG; and all other offices concerned;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.

  
MARIA ANTONIETTA S. CO HAT  
(OIC - SP Secretary)  
Supervising Administrative Officer

ATTESTED:

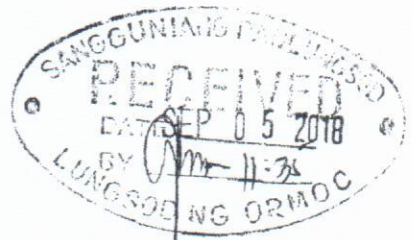
  
LEO CARMELO L. LOCSIN, JR.  
Vice Mayor & Presiding Officer

DEMO COPY



Annex B

Republic of the Philippines  
**OFFICE OF THE CITY MAYOR**  
Ormoc City



1<sup>st</sup> Endorsement

September 4, 2018

This is to respectfully endorse to the Office of the Sangguniang Panlungsod, the request granting the City Mayor or his representative, the authority to enter into and sign a Memorandum of Agreement with the Department of Social Welfare and Development Office in the amount of PHP 38,724,688.20 for the "Construction of Transitional Shelters and Support Facilities for the Earthquake- Affected Families in Ormoc City".

It is further requested that the authority include the power to sign any and all documents relative to the mentioned program, including further and other amendments to the Memorandum of Agreement made the subject of Resolution No. 2017- 210 dated September 21, 2017.

It is requested that this be treated as EXTREMELY URGENT.

For your appropriate and immediate action.

**RICHARD L. GOMEZ, MBA**  
City Mayor

**COPY FURNISHED:**  
Atty. Jasper M. Lucero  
Atty. Burt J. Pades  
CDRMMO

New Ormoc City Hall, Ormoc City, Leyte (053)-560-8045  
www.ormoc.gov.ph  
#GetOrmocMovingAgain  
RIG/WBT/JMR/CPM

ORMOC CITY





" Annex D =

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, made and entered into between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**, a Government Agency under the Republic of the Philippines, represented by **RESTITUTO B. MACUTO** in his capacity as **Regional Director** with the office address at **Magsaysay Blvd., Tacloban City** and hereinafter referred to as **"First Party"**.

- and -

The **CITY/MUNICIPAL GOVERNMENT OF Ormoc City** with office address at \_\_\_\_\_ represented by **RICHARD FRANK I. GOMEZ**, Municipal Mayor, herein referred to as the **"Second Party"**:

### WITNESSETH

**Whereas**, the Department of Social Welfare and Development recognizes the need for assisting disaster victims of earthquake incident in the construction of a transitional shelter;

**Whereas**, the Department of Social Welfare and Development believes and advocates for the active participation and involvement Civil Society Organizations in the endeavor;

**Whereas**, the Department of Social Welfare and Development believes in the partnerships with the concerned disaster victims to enable them to put up transitional units;

**NOW, WHEREFORE**, in consideration of the premises and of the terms and conditions hereinafter set forth, the parties do hereby agree as follows;

### Article I – Areas of Responsibility

**THE FIRST PARTY** shall perform the following responsibilities:

1. Transfer the fund in the amount of 38,942,080.00 on single tranche for the construction of 2,272 TS units:
  - a. Transitional shelter in the amount of Php 34,080,000.00 at P15,000.00 each; and,
  - b. CPW in the amount of P4,862,080.00 at P2,140.00 per person for 10 days.
2. Provide technical assistance to implementors, technical staff and direct service implementors particularly on Social Preparation and other components of the project;
3. Conduct periodic evaluation on the project implementation specifically on the status of implementation and adherence to specification;

4. Evaluate and approve request of LGUs for the dismantling of TS;
5. Provide such other support services, which may be needed to project success of family and family well-being;
6. Monitor the TS construction and provide technical assistance to the LGU in addressing the needs of the displaced families.
7. Take full responsibilities in the proper disposition/disbursement of funds provided by the DSWD through its FO VIII in accordance with COA rules and regulations.
8. Conduct monitoring and evaluation on the implementation of TS construction project by the City of Ormoc.

**THE SECOND PARTY shall;**

1. Provide technical personnel specially City/Municipal Engineer and Foremen and the CSWDO/MSWDO who will be involved in the implementation of the projects;
2. Provide for the safe site for the construction of Transitional Shelter based on the attached design and programs of works marked as Annex A;
3. Construct 2,272 TS units;
4. Provide communal toilets and kitchen and other community support facilities;
5. Inform the DSWD FO VIII of the decommissioning of the transitional shelter as the dismantled materials maybe reusable for other support facilities and for audit purposes;
6. Provide financial counterpart for the transitional shelter from the Municipal/Provincial/City Government;
7. Explore provision of other support services for the rehabilitation of the family beneficiaries;
8. Ensure completion of the construction of Transitional Shelter within a month after release of fund.
9. Submit a bi-monthly Progress Report on TS construction every 13<sup>th</sup> and 28<sup>th</sup> of the month.
10. Engage the private sector along project monitoring and evaluation for transparency and accountability.
11. Submit a duly audited physical and financial liquidation report to DSWD-FO VIII within 60 days upon project completion duly certified by the local state auditor.



**AMENDMENT**

Exchange of notes

This Memorandum of Agreement shall take effect upon signing of MOA of both parties until its completion of the project unless sooner be terminated by BOTH PARTIES which shall be made into writing.

Any amendment to this Agreement shall be made in writing and must be concurred by BOTH PARTIES.

**IN WITNESS WHEREOF**, the parties hereunder set their hands on this Agreement this 29 SEP 2017 day of 2017 at ORMOG CITY, Philippines.

For the LGU, Municipality of Ormoc City:

**RICHARD FRANK I. GOMEZ**  
City Mayor

Witnesses:

*[Signature]*  
DESA D. CORRA  
OIC - CSWDO

For the Department of Social  
Welfare and Development:

**RESTITUTO E. MACUTO**  
Regional Director  
DSWD-FO VIII

**OFELIA O. PAGAY**  
SWO IV/PSU-Head

**CERTIFIED TRUE COPY**

*[Signature]*  
DESA D. CORRA  
OIC - CSWDO

ACKNOWLEDGMENT

Republic of the Philippines )  
City of ORMOC CITY ) s.s.

Before me, this 29 day of SEP, 2017, personally appeared:

NAME	ID NO.	DATE / PLACE ISSUED
Richard I Gomez	# ENR - 913	JULY 1, 2016 ORMOC CITY
RESTITUTO B. MACUTO	# 90 0203	JAN. 24, 2014 DSWD - C. CITY

Known to me the persons who executed the foregoing instrument, and they acknowledged to me the same is their free act and deed and the entity they represent.

**WITNESS MY HAND AND NOTARIAL SEAL** on the date and at the place first above-written.

Notary Public

Doc. No. 84  
Page No. 17  
Book No. XVIII  
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