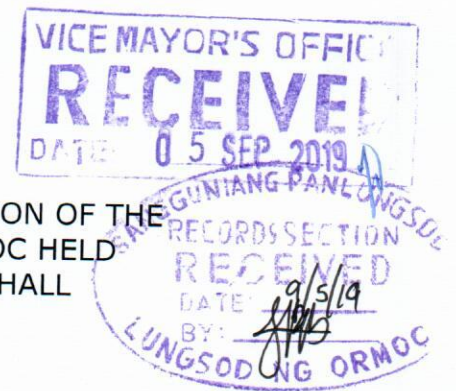


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL
ON SEPTEMBER 03, 2019

PRESENT:

Leo Carmelo L. Locsin, Jr.
Benjamin S. Pongos, Jr.,
Tomas R. Serafica,
Nolito M. Quilang,
Eusebio Gerardo S. Penserga,
Jasper M. Lucero,
Peter M. Rodriguez,
Vincent L. Rama,
Gregorio G. Yrastorza III,
Esteban V. Laurente,

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

Jasper C. Yerro,

Ex-Officio SP Member, Chapter President,
Liga ng mga Barangay ng Ormoc
Ex-Officio SP Member, Chapter President,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:

Roiland H. Villasencio,

(O.B. - Naga City),
SP Member, Asst. Majority Floor Leader
(O.B. - Naga City), SP Member

Lalaine A. Marcos,

RESOLUTION NO. 2019-048

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 ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH THE PUBLIC-PRIVATE PARTNERSHIP CENTER (PPP CENTER) RELATIVE TO THE COLLABORATION WITH THE LATTER ON POTENTIAL OF PUBLIC-PRIVATE PARTNERSHIP (PPP) PROJECTS FOR ORMOC CITY.

WHEREAS, an Indorsement was forwarded to this august Body from the Office of the City Mayor dated September 2, 2019, requesting for the issuance of a Resolution granting the City Mayor the authority to sign the Memorandum of Agreement (MOA) between the Local Government Unit of Ormoc (LGU-Ormoc) and the Public-Private Partnership Center (PPP Center) relative to the collaboration with the latter on potential PPP projects for Ormoc City, further requesting that the same be treated as EXTREMELY URGENT, a copy of the said MOA is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, the City Mayor Richard I. Gomez has expressed to the PPP Center an interest on the application of the Project Development Monitoring Facility (PDMF) for the procurement of Project Preparation and Transaction Advisory Consultant as the City pursues its implementation of Projects through a public-private partnership agreement;

WHEREAS, Section 20, Article II of the 1987 Constitution provides that the "State recognizes the indispensable role of the private sector, encourages private enterprise, and provides incentives to needed investments";

WHEREAS, similarly, the Local Government Code of 1991 also acknowledges the indispensable role of the private sector in national and local governance by authorizing the local governments to partner with the private sector in pursuing infrastructure and development projects for the benefit of the people;

WHEREAS, Section 35 of the Local Government Code gives the Local Government Units the authority to enter into a Partnership Agreement with the private sector in the pursuit of developments for the general welfare;

WHEREAS, the PPP Center facilitates the implementation of the country's Public-Private Partnership (PPP) program and serves as the central coordinating and monitoring agency for all PPP projects in the country;

WHEREAS, the PPP Center champions the country's Public-Private Partnership (PPP) programs by enabling implementing agencies in all aspects of project preparation, managing of the Project Development and Monitoring Facility (PDMF), providing projects advisory and facilitation services, monitoring and empowering agencies through various capacity building activities;

WHEREAS, the PPP Center provides technical assistance to national government agencies (NGAs), government-owned and controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), and local government units (LGUs) as well as to the private sector to help develop and implement critical infrastructure and other development projects;

WHEREAS, for and in consideration of LGU-Ormoc's thrust in propelling social and economic growth and development in the City of Ormoc and recognition of the PPP Center's invaluable contribution in ensuring private sector participation in infrastructure, development and social service-related projects for the City of Ormoc in the future, the City will be provided assistance in various aspects of the PPP Code formulation and implementation;

WHEREAS, the City Legal Officer issued a legal opinion dated September 2, 2019, stating that the MOA is in order, not detrimental to the interests of the City, not contrary to law, morals and public policy and recommends that an SP Resolution be secured for the Authority of the Mayor, a copy of the said letter is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, upon thorough examination of the subject MOA this Sanggunian finds that the same is found to clearly and plainly encapsulate the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same;

WHEREAS, in addition, this Sanggunian finds that the City Government's willingness and intent to take on the said responsibilities as described in the MOA in furtherance of the development and implementation of the City's P4 Code and projects, will advance the general welfare and promote the interest of its inhabitants, the community and the City within the framework of sustainable and integrated development and shall ensure the active and constructive participation of the private sector in local governance through effective and viable Public-Private Partnerships, and is therefore, desirous as it will be extremely favorable and advantageous to the same and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on motion of SP Member Benjamin S. Pongos Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Nolito M. Quilang, Eusebio Gerardo S. Penserga, Vincent L. Rama, Gregorio G. Yrastorza III 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 ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH THE PUBLIC-PRIVATE PARTNERSHIP CENTER (PPP CENTER) RELATIVE TO THE COLLABORATION WITH THE LATTER ON POTENTIAL OF PUBLIC-PRIVATE PARTNERSHIP (PPP) PROJECTS FOR ORMOC CITY;

ADOPTED, September 03, 2019.

RESOLVED, FURTHER, that a copy of the final and notarized 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. Ennas; the City Legal Officer, Atty. Josephine Mejia-Romero; the PPP Center; the City Local Government Operations Officer - DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


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

ATTESTED:


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

Annex "A"

9/2/19
3:27
H

MEMORANDUM OF AGREEMENT

REVIEWED
ORMOC CITY LEGAL OFFICE
APPROVED LL H
SEPARATE OPINION LL H
BY: LL H DATE: 9/2/19

This Memorandum of Agreement (MOA) is executed by and between:

The **CITY GOVERNMENT OF ORMOC**, a local government unit constituted under the laws of the Republic of the Philippines, with address at Ormoc City Hall Bldg. Aunubing St., Government Center, Ormoc City, and herein represented by the Mayor of Ormoc City, **RICHARD FRANK I. GOMEZ** (hereinafter referred to as "**Ormoc City**").

RICHARD FRANK I. GOMEZ
For Ormoc City

- and -

The **PUBLIC-PRIVATE PARTNERSHIP CENTER**, an attached agency of the National Economic and Development Authority created by virtue of Executive Order No. 8 (2010), as amended by Executive Order No. 136 (2013), with office address at the 8th Floor, One Cyberpod Centris, EDSA cor. Quezon Avenue, Brgy. Pinyahan, Quezon City, Metro Manila, represented herein by its Executive Director, **FERDINAND A. PECSON** (hereinafter referred to as "**PPP Center**").

FERDINAND A. PECSON
For PPPC

RECITALS

1. Section 35 of the Local Government Code gives the Local Government Units the authority to enter into a Partnership Agreement with the private sector in the pursuit of developments for the general welfare;
2. The PPP Center facilitates the implementation of the country's Public-Private Partnership (PPP) program and serves as the central coordinating and monitoring agency for all PPP projects in the country;
3. The PPP Center champions the country's Public-Private Partnership (PPP) programs by enabling implementing agencies in all aspects of project preparation, managing of the Project Development and Monitoring Facility (PDMF), providing projects advisory and facilitation services, monitoring and empowering agencies through various capacity building activities;
4. The PPP Center provides technical assistance to national government agencies (NGAs), government-owned-and controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), and local government units (LGUs) as well as to the private sector to help develop and implement critical infrastructure and other development projects;

NOW, THEREFORE, the Parties have agreed to formalize the terms of their collaboration as follows:

SECTION 1. PURPOSE- The purpose of this MOA is to provide a framework for cooperation and coordination between the Parties with the goal of developing a robust pipeline of PPP projects for Ormoc City.

SECTION 2. DUTIES AND RESPONSIBILITIES - In pursuit of the above objectives, the Parties have agreed to the following:

A. The PPP Center shall render assistance to Ormoc City, including, but not limited to, the following:

1. provide assistance in preparing the PPP Ordinance of the Ormoc City;
2. provide advisory service and technical assistance in project preparation and development, approval, procurement, and other related services;
3. conduct project facilitation and assistance in addressing impediments or bottlenecks in the development, approval, procurement, and implementation of Ormoc City's PPP projects;
4. provide assistance in the development of a PPP pipeline of projects based on the available assets of Ormoc City;
5. provide capacity building support to Ormoc City personnel;
6. recommend plans, policies and implementation guidelines relative to Ormoc City's PPP programs and projects;
7. assist Ormoc City in assessing whether feasibility studies of their identified PPP projects can be funded by the PDMF. If Ormoc City agrees to consider engaging PDMF-funded consulting services for their identified PPP projects, the PPP Center shall facilitate the application; and
8. assign PPP Center personnel that will be in charge of Ormoc City's concerns. The PPP personnel assigned to assist Ormoc City shall remain under the direct control and supervision of the Deputy Executive Director or Director for Project Development.

B. Ormoc City agrees to perform the following acts:

1. within a reasonable period, provide or allow access to, relevant documents and information requested by the PPP Center in connection with the objectives of this MOA, to the extent allowed by applicable law at the discretion of the city;
2. create a PPP team responsible for (i) the implementation of this MOA and (ii) the development of Ormoc City's PPP projects, which team will coordinate closely with the PPP Center personnel; and
3. such other acts allowable under applicable rules, laws and regulations, as may be necessary or desirable for the attainment of the above objectives.

Moreover, the Parties commit to exert the following efforts:

1. active participation through duly-authorized and qualified personnel and representatives in discussions to be organized in connection with the implementation of this MOA;

REVIEWED
ORMOC CITY LEGAL OFFICE
APPROVED *[Signature]*
SEPARATE OPINION
[Signature]
DATE: *[Date]*

2. facilitation and coordination within their respective offices to implement and otherwise carry out the objectives of this MOA and other specific obligations that may be assumed by each Party in the course of the collaboration; and
3. any and all acts essential to perform the commitments herein, including allocation of sufficient resources necessary in pursuit of this endeavor, subject to the provisions of existing and relevant laws, rules and regulations.

SECTION 3. NON-DISCLOSURE - Each Party acknowledges that it may be exposed to confidential and proprietary information. A Party shall not disclose, use, copy in whole or in part, modify or adopt any of these information unless otherwise authorized in writing by the other Party. Confidential information, however, does not include (i) information already known by the relevant Party, (ii) information in the public domain through no wrongful act of the relevant Party, (iii) information received by a Party from a third party who was free to disclose it, or (iv) information required to be disclosed by law, regulation or government order, or orders from a court of competent jurisdiction.

SECTION 4. NO LIABILITY CLAUSE - Ormoc City shall not in any way or at any time be considered the employer of the PPP Center, their officers, personnel/employees, participating in the implementation of this MOA.

All Parties shall exercise due diligence in the performance of their roles and functions. In no case, however, shall either party be held liable for any damage or loss to another arising directly or indirectly from any fortuitous event or force majeure.

SECTION 5. AMENDMENT - This MOA contains the entire understanding of the Parties. No provision of this MOA shall altered, amended or changed unless in writing and signed by the Parties.

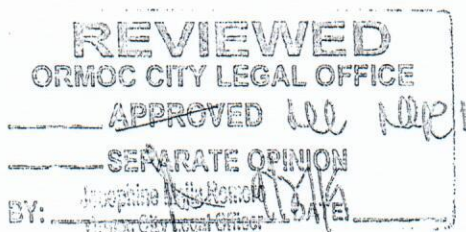
SECTION 6. SEPARABILITY - If any material provision of this contract should be invalid, illegal or in conflict with any applicable law or government regulation, such law or regulation shall control, to the extent of such conflict, without affecting the remaining provisions of this MOA.

SECTION 7. DISPUTE RESOLUTION- The Parties shall endeavor to resolve any dispute, claim or controversy which may arise out of or in connection with this MOA promptly and amicably.

Any dispute, claim, controversy or disagreement arising out of or in connection with this MOA that cannot be settled amicably within sixty (60) calendar days after a written notice to resolve such dispute, claim, controversy or disagreement is received by a Party, shall be settled in accordance with applicable law.

SECTION 8. EFFECTIVITY - This MOA shall be effective upon signing and shall remain in effect unless terminated in writing, with sixty (60) days' notice, by either Ormoc City or the PPP Center.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date and place above-written.



CITY GOVERNMENT OF ORMOC

PUBLIC-PRIVATE PARTNERSHIP
CENTER

By

By

RICHARD FRANK I. GOMEZ
Mayor

FERDINAND A. PECSON
Executive Director

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of _____) S.S.

BEFORE ME, a Notary Public in and for _____, Philippines, this ____ day
of _____ 2019 personally appeared:

Name

ID Presented/ID No.

Date & Place
Issued

RICHARD FRANK I. GOMEZ

FERDINAND A. PECSON

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

This instrument consists of FIVE (5) pages, including this page where this acknowledgment is written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first above written.

Doc No. ____;
Page No. ____;
Book No. ____;
Series of 2019.

REVIEWED	
ORMOC CITY LEGAL OFFICE	
APPROVED	<i>[Signature]</i>
SEPARATE OPINION	<i>[Signature]</i>
BY: <i>[Signature]</i>	DATE: <i>9/15</i>