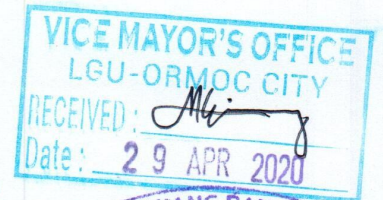


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL
ON APRIL 28, 2020

PRESENT:

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

City Vice Mayor & Presiding Officer
SP Member, Majority Floor Leader
SP Member, 1st Asst. Majority Floor Leader
SP Member, Presiding Officer "Pro-Tempore"
SP Member, 2nd Asst. Majority Floor Leader

SP Member
SP Member
SP Member
SP Member
SP Member
SP Member

Joan Marbie C. Simbajon,

Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

Ex-Officio SP Member, Chapter President,
Liga ng mga Barangay ng Ormoc

Ex-Officio SP Member, Chapter President,

RESOLUTION NO. 2020-125

**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) TO BE
ENTERED INTO BY AND BETWEEN THE CITY
GOVERNMENT OF ORMOC AND THE BUDDHIST TZU
CHI FOUNDATION FOR THE USE OF ONE HUNDRED
(100) COLLAPSIBLE PLASTIC BEDS AT THE COVID-19
ISOLATION CENTERS BY WAY OF CONTRACT OF
COMMODATUM.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated April 27, 2020 from the Office of the City Mayor, endorsing a request for the issuance of an authority for the City Mayor to enter into and sign the Memorandum of Agreement (MOA) to be entered into by and between the City Government of Ormoc and the Buddhist Tzu Chi Foundation for the use of One Hundred (100) collapsible plastic beds at the COVID-19 isolation centers by way of Contract of Commodatum. Further requesting that this matter be treated as EXTREMELY URGENT, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, the Department of Health (DOH) has confirmed cases of local transmission of the Coronavirus Disease (COVID-19) in the Philippines;

WHEREAS, the local government is charged with the delivery of basic services, including the delivery of health services;

WHEREAS, as cited in the MOA, the Buddhist Tzu Chi Foundation owns collapsible plastic beds and is willing to lend possession of the same to LGU-Ormoc for its use at the COVID-19 isolation centers;

WHEREAS, the parties specifically state that the items must be returned in the condition that the LGU-ORMOC knows and accepts, excepting such damage as may have been caused by normal wear and tear, or that caused by reasons beyond its control;

WHEREAS, the Contract of Commodatum will expire upon termination of the operations of the COVID-19 facilities on which period all said items in the possession of LGU-Ormoc under the MOA must be returned to the OWNER;

WHEREAS, the subject MOA clearly and plainly encapsulates 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, and this Sanggunian, after thorough examination of the aforementioned request by the City Mayor, finds that the same is entered into for the best interests of the City and its constituents;

WHEREFORE, on motion of SP Member Benjamin S. Pongos, Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Nolito M. Quilang, Eusebio Gerardo S. Penserga, Peter M. Rodriguez, Vincent L. Rama, Gregorio G. Yrastorza III, Lalaine A. Marcos, Esteban V. Laurente, Joan Marbie C. Simbajon and Roiland H. Villasencio; 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) TO BE ENTERED INTO BY AND BETWEEN THE CITY GOVERNMENT OF ORMOC AND THE BUDDHIST TZU CHI FOUNDATION FOR THE USE OF ONE HUNDRED (100) COLLAPSIBLE PLASTIC BEDS AT THE COVID-19 ISOLATION CENTERS BY WAY OF CONTRACT OF COMMODATUM;

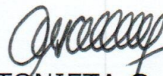
ADOPTED, April 28, 2020.

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. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the City Health Department; the Buddhist Tzu Chi Foundation; 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
Secretary to the
Sangguniang Panlungsod

ATTESTED:


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

Annex "A"
Rm. No. 2010-128

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is entered into this day of 2018
in Ormoc City, Leyte by and between:

The **CITY OF ORMOC**, a local government unit organized under the existing laws of the Republic of the Philippines, represented by **RICHARD I. GOMEZ**, with office and postal address at New Ormoc City Hall, Brgy. Cogon, Ormoc City, Philippines, herein referred to as the **LGU ORMOC**;

-and-

_____, represented by _____ Filipino citizen, of legal age, married to Lucy Marie Torres- Gomez and a resident of Brgy. Can- adieng, Ormoc City, hereinafter referred to as the **OWNER**;

WITNESSETH, that:

WHEREAS, the OWNER owns collapsible plastic beds and is willing to lend possession of these items to the LGU Ormoc for its use at the COVID-19 isolation centers;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants, the parties do hereby agree as follows:

First. Under and pursuant to the terms of a contract of commodatum, the OWNER loans to the LGU ORMOC movable properties consisting of ____ collapsible plastic beds. The possession by the LGU ORMOC of the items enumerated herein shall be without charge.

Second. This commodatum will end when the LGU Ormoc ceases operations of the COVID-19 facilities, on which period all goods in the possession of the LGU ORMOC under this agreement must be returned to the OWNER.

Third. The parties specifically state that the beds must be returned in the condition that the LGU ORMOC knows and accepts, excepting such damage as may have been caused by normal wear and tear, or that caused by reasons beyond its control.

Fourth. The parties agree that the provisions of the Civil Code on commodatum shall be observed and applied herein.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this _____ in Ormoc City.

Approved

Separate Opinion

Drafted by CLO

RICHARD I. GOMEZ

SIGNED IN THE PRESENCE OF:

Not contrary to laws, public
policy, moral.

Amendments/Revisions

Witnesses

Witnesses

BY: Josephine M. _____
Ormoc City Legal Office DATE: APR 27 2020

ACKNOWLEDGEMENT

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

BEFORE ME, a notary public for and in the City of Cebu, personal appeared:

NAME	ID	PLACE AND DATE OF ISSUE
Richard I. Gomez		

Know to me and to me known 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.

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

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2020.

REVIEWED

ORMOC CITY LEGAL OFFICE

☐ Approved

☐ Separate Opinion

☒ Drafted by CLO

☒ Not contrary to laws, public policy, moral.

☐ Amendments/Revisions

Josephine Maria Romero
Ormoc City Legal Officer

DATE: 12-17-2022