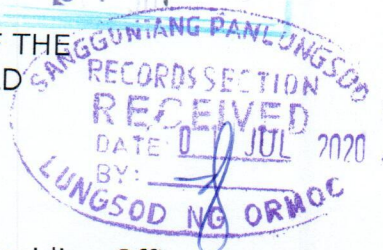
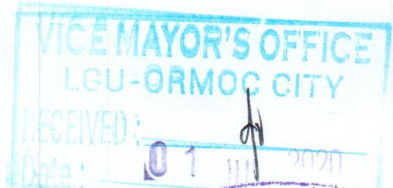


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL
ON JUNE 30, 2020



PRESENT:

Leo Carmelo L. Locsin, Jr.
Benjamin S. Pongos, Jr.,
Roiland H. Villasencio,
Nolito M. Quilang,
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, 2nd Asst. Majority Floor Leader
SP Member
SP Member
SP Member
SP Member
SP Member
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 LEAVE:

Tomas R. Serafica,
Eusebio Gerardo S. Penserga,

SP Member, Presiding Officer "Pro-Tempore"
SP Member

RESOLUTION NO. 2020-193

**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) WITH ORMOC
SUGAR PLANTERS ASSOCIATION (OSPA)-FARMERS'
MEDICAL CENTER AND ENERGY DEVELOPMENT
CORPORATION (EDC) RELATIVE TO THE
ESTABLISHMENT OF REVERSE TRANSCRIPTION
POLYMERASE CHAIN REACTION (RT-PCR) TESTING
CENTER IN ORMOC CITY AS AMENDED.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated June 29, 2020 from the Office of the City Mayor, endorsing a request for the issuance of a Resolution amending SP Resolution 2020-183 which grants the City Mayor or Acting City Mayor, the authority to sign the Memorandum of Agreement (MOA) with OSPA Farmers' Medical Center and Energy Development Corporation relative to the establishment of RT-PCR Testing Center in Ormoc City. 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, Ormoc Sugarcane Planters Association, Inc., a non-stock, non-profit corporation duly organized and existing under the laws of the Philippines with principal office at E. Fiel St., Brgy. Can-adieng, Ormoc City is hereinafter referred to as OSPA;

WHEREAS, Energy Development Corporation, a private corporation duly organized and existing under the laws of the Philippines with principal office address at Ortigas Center, Pasig City is hereinafter referred to as EDC;

WHEREAS, Section 17 of the Local Government Code of 1991 mandates the continuous exercise by local government units of their power in order to discharge duties and functions which are necessary, appropriate, or incidental to efficient and effective provisions of basic services and facilities such as the implementation of programs and projects for the institution of communicable and non-communicable diseases control facility;

WHEREAS, the World Health Organization has recommended the use of Real Time Reverse Transcription-Polymerase Chain Reaction (RT-PCR) as the standard testing method to detect SARS-CoV-2, the causative agent of COVID-19;

WHEREAS, the test, trace and treat initiative is found to be a fundamental pillar in the containment and mitigation of contagious diseases;

WHEREAS, the scarcity of testing facilities has left thousands of COVID-19 testing backlogs in existing centers nationwide;

WHEREAS, the City of Ormoc with the cooperation of private entities aims to develop an economical testing facility to help the government flatten the curve, lessen backlogs and immediately impose measure necessary to address the current situation of the community;

WHEREAS, EDC, in line with its mission-vision to promote community welfare, seeks to aid the LGU-ORMOC in its fight against COVID-19 through the procurement of an RT-PCR machine for the establishment of a COVID-19 testing laboratory;

WHEREAS, OSPA owns and operates the OSPA-Farmers' Medical Center which is a hospital with competent personnel who can manage, operate, and maintain a fully capable Molecular Testing Laboratory;

WHEREAS, the subject MOA 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, and this Sanggunian, upon thorough review, finds that the same is entered into for the best interests of the City and its constituents thereby maintaining a COVID free environment, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Nolito M. Quilang, Vice-Chairman, Committee on Laws and Ordinances and SP Member Gregorio G. Yrastorza III, Vice-Chairman, Committee on Health & Sanitation, severally seconded by SP Members Vincent L. Rama, Peter M. Rodriguez, Lalaine A. Marcos 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) WITH ORMOC SUGAR PLANTERS ASSOCIATION (OSPA)-FARMERS' MEDICAL CENTER AND ENERGY DEVELOPMENT CORPORATION (EDC) RELATIVE TO THE ESTABLISHMENT OF REVERSE TRANSCRIPTION POLYMERASE CHAIN REACTION (RT-PCR) TESTING CENTER IN ORMOC CITY AS AMENDED;

ADOPTED, June 30, 2020.

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

Res. No. 2020-193

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 OSPA-Farmer's Medical Center; Energy Development Corporation; the Ormoc Sugarcane Planters' Association, Inc.; the City Health Department; the President, Ormoc Medical Society; 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

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made and executed by:

ORMOC SUGARCANE PLANTERS ASSOCIATION, INC., a non-stock, non-profit corporation duly organized and existing under the laws of the Philippines, with principal office at E. Fiel St., Brgy. Can-Adieng, Ormoc City, represented by **ROY BERNARD C. FIEL** as authorized through Resolution No. 04 dated June 23, 2020 and in his capacity as the Vice-President, hereinafter referred to as "**OSPA**"

- and -

ENERGY DEVELOPMENT CORPORATION, a private corporation duly organized and existing under the laws of the Philippines, with principal office address at One Corporate Center, Meralco Avenue corner Julia Vargas Avenue, Ortigas Center, Pasig City, duly represented by **RICHARD B. TANTOCO** in his capacity as the President, hereinafter referred to as "**EDC**"

- and -

THE CITY GOVERNMENT OF ORMOC, an entity created under Republic Act No. 179, existing under the laws of the Republic of the Philippines, with address at New Ormoc City Hall, Aunubing St., Barangay Cogon, Ormoc City, Leyte, Philippines, represented in this act by **RICHARD I. GOMEZ** as authorized through Sangguniang Panlungsod Resolution No. 2020-193 dated June 30, 2020 and in his capacity as the City Mayor of Ormoc City, hereinafter referred to as the "**LGU-ORMOC**"

(Each a "Party", collectively the "Parties")

WITNESSETH, THAT:

WHEREAS, Section 17 of the Local Government Code of 1991 mandates the continuous exercise by local government units of their power in order to discharge duties and functions which are necessary, appropriate, or incidental to efficient and effective provision of basic services and facilities, such as the implementation of programs and projects for the institution of testing and control facilities for communicable and non-communicable diseases;

WHEREAS, the World Health Organization has recommended the use of Real Time Reverse Transcriptase-Polymerase Chain Reaction (RT-PCR) as the standard testing method to detect SARS-CoV-2, the causative agent of COVID-19;

WHEREAS, the test, trace, and treat initiative is found to be a fundamental pillar in the containment and mitigation of contagious diseases, such as COVID-19;

WHEREAS, the scarcity of testing facilities has left thousands of COVID-19 testing backlogs in existing testing centers nationwide;

WHEREAS, the City of Ormoc, with the cooperation of private entities, aims to develop an economical testing facility to help the government flatten the curve, lessen backlogs, and immediately impose measures necessary to address the current situation of the community;

WHEREAS, EDC, in line with its mission-vision to promote community welfare, seeks to aid the LGU-ORMOC in its fight against COVID-19 through the procurement of machines and equipment, including an RT-PCR machine and its supporting apparatus, necessary for the establishment of a molecular laboratory (the "Molecular Testing Laboratory");

WHEREAS, OSPA owns and operates the OSPA Farmers Medical Center (OSPA FMC), a hospital with competent personnel who can manage, operate, and maintain a fully capable Molecular Testing Laboratory;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants hereinafter contained, the Parties hereby agree to the following terms and conditions:

I. RESPONSIBILITIES OF THE PARTIES

A. LGU-ORMOC shall:

- (1) Provide the necessary technical support in putting up the Molecular Testing Laboratory, including conferring with and/ or engaging the services of an expert in molecular diagnostics or other persons with like expertise;
- (2) Provide the needed fixtures, furniture and facilities for the Molecular Testing Laboratory;
- (3) Conduct unannounced monitoring visits to the Molecular Testing Laboratory and check that the standard protocol issued by the Department of Health (DOH) is strictly implemented;
- (4) Coordinate closely with the OSPA through its designated Focal Officer;
- (5) Organize meeting(s) with the OSPA FMC to improve the coordination and the process for service delivery;
- (6) Execute such documents as may be necessary to allow the use, operation, and maintenance of the RT-PCR machine by the OSPA FMC with or without a fee, including but not limited to lease contract or deed of usufruct;
- (7) Allow the OSPA FMC to charge a reasonable fee for the use of the RT-PCR machine for purposes of covering operating and maintenance costs of the machine and other contingencies, provided the fees are that which are reasonably comparable to other similarly situated testing centers;
- (8) Provide the necessary assistance for the training of the personnel needed for the operation of the RT- PCR machine and its appurtenants.

B. OSPA shall:

- (1) Construct a building that will provide adequate and appropriate areas to safely, effectively and efficiently provide the services to clients. There shall be a dedicated space, for all activities necessary for the operation of the Molecular Testing Laboratory as may be prescribed by the DOH;
- (2) Pay for all costs and expenses for the recurring tests and validation of the RT-PCR equipment as may be required by the manufacturer or the relevant government agency/ies;
- (3) Provide the appropriate OSPA staff, as provided by the guidelines issued by the DOH, which shall include but shall not be limited to the following:
 - a. One (1) Board Certified Clinical Pathologist with knowledge in Infectious Diseases and training in Molecular Laboratory Diagnosis;
 - b. Three (3) Full-time Analysts per eight (8) hour shift, which shall be composed of EITHER three (3) Registered Medical Technologists OR two (2) Registered Medical Technologists and any allied health professionals with a Bachelor's degree relevant to the job, and with knowledge, experience, and skills in Molecular Biology and Biotechnology, Biology, Applied Biology, Biochemistry, and Microbiology;
 - c. One (1) Full-time Laboratory Aide per eight (8) hour shift;
 - d. One (1) Full-Time Receptionist per eight (8) hour shift; AND
 - e. One (1) Full-Time Encoder per eight (8) hour shift;
- (4) Ensure that all staff members¹ are proficient in Molecular Diagnostic

- (5) Ensure that the laboratory shall only use Food and Drug Authority (FDA) registered testing kits, reagents and devices;
- (6) Ensure that staff members shall have an annual medical examination including influenza vaccination;
- (7) To ensure updated trainings for staff members on biosafety and biosecurity, new techniques and technologies, among others;
- (8) At no cost to LGU-ORMOC, provide the required utilities in the Molecular Testing Laboratory, such as but not limited to electricity, back-up power generator, water, air-conditioning, waste disposal, laundry and janitorial services;
- (9) Monitor and regulate the performance of the Molecular Testing Laboratory in accordance with the performance standards as may be prescribed by the DOH;
- (10) Ensure compliance with government applicable rules and regulations in the operation and maintenance of the Molecular Testing Laboratory, including but not limited to the National Building Code, rules and regulations issued by the DOH, Bureau of Food and Drug, and other relevant government agencies;
- (11) Charge reasonable fees for the use of the RT- PCR machine for purposes of covering operating and maintenance costs of the machine and other contingencies, provided the fees are that which is reasonably comparable to other similarly situated testing centers.
- (12) Ensure the proper maintenance of the RT-PCR machine and all other equipment in the Molecular Testing Laboratory.

C. EDC shall:

- (1) Provide the equipment necessary in establishing the Molecular Testing Laboratory, including the RT- PCR machine and its appurtenants ("Laboratory Equipment"). It is agreed and understood that the Laboratory Equipment will be provided on an "as is, where is" basis, and that EDC makes no representation and warranty as to the Laboratory Equipment. The Parties shall EDC whole, free and harmless, from any and all claims or liability that may arise from the use and operation of the Laboratory Equipment;
- (2) Prepare the documents required for the transfer of all Laboratory Equipment to LGU-ORMOC;
- (3) Bear the cost of the supply and purchase, transfer, and other costs necessary to effect the transfer of the Laboratory Equipment to the LGU-ORMOC.

II. OTHER PROVISIONS

- a. This Agreement shall be governed by, construed, and interpreted according to the laws of the Republic of the Philippines;
- b. Should any provision of this Agreement be held invalid by any competent court, the same shall apply only to the provision involved and the remainder hereof remains valid and enforceable;
- c. In case of any dispute, disagreement, misunderstanding, controversy, or claim arising out of, or relating to, this Agreement or the breach, termination, or invalidity thereof ("Dispute"), the Parties shall use their best efforts and endeavor to settle the Dispute amicably or through negotiations. Where the Parties wish to settle the Dispute amicably through conciliation, the conciliation shall be facilitated by an external party appointed by all the Parties, or according to such other procedure as may be agreed between the Parties.
- d. Each Party shall designate its focal person who will coordinate with the other Parties and facilitate the fulfillment of the purposes stated within this Agreement, as well as administer relevant activities as may be later agreed by the Parties (Focal Person). The Parties reserve the right to change the

Focal Person anytime with prior written notice to the other Parties. For the avoidance of doubt, the Focal Person shall have no authority to amend or terminate this Agreement, waive the rights of the Party it is representing and/or the obligations of the Party it is representing under this Agreement, and/or do any act that would have the effect of changing, varying, or amending the terms of this Agreement.

- e. Each Party shall bear its own costs as to any and all claims and liabilities, obligations and damages, and any and all taxes directly or indirectly arising out of or in connection with the performance of its obligations under this Agreement or any breach of this Agreement.
- f. The Parties hereby represent that this entire Agreement is made and executed by all the Parties herein willingly and voluntarily.

III. FURTHER AGREEMENTS

It is understood that this Agreement shall serve as a preliminary agreement of the Parties, and that the activities being contemplated herein, as well as the performance by the Parties of any undertaking pursuant to, or in furtherance of this Agreement shall be subject to more definitive agreements.

IV. AMENDMENTS

Any and all amendments, revisions, or supplements to this Agreement shall only be effective if the same shall be executed in writing, signed and attested by the Parties.

V. EFFECTIVITY

This Agreement shall become effective and binding from the time it is signed by the Parties' duly authorized representatives, and shall be in force and effect for FIVE (5) years thereafter unless otherwise modified by the unanimous consent and agreement of all the parties.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which, taken together, shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have signed this instrument on the date and at the place indicated below their respective names.

CITY GOVERNMENT OF ORMOC

Represented by:

RICHARD I. GOMEZ, D.P.A.

City Mayor, Ormoc City

ORMOC SUGAR PLANTERS ASSOCIATION, INCORPORATED

Represented by:

ATTY. ROY BERNARD C. FIEL

Vice- President – OSPA-FMC

ENERGY DEVELOPMENT CORPORATION

Represented by:

RICHARD B. TANTOCO

SIGNED IN THE PRESENCE OF:

EDMUND B. KIERULF, MD, MPH
City Health Officer II

MA. REGINA VICTORIA PASCUAL
Head, EDC Corporate Support Functions

ATTY. ALLAN BARCENA
Head, EDC Corporate Social Responsibility

SANDRA ANGELICA F. CHIONG M.D.
Medical Director- OSPA FMC

DEMO COPY

DEMO COPY

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of _____, Philippines, on
this day of _____, 2020 personally appeared;

RICHARD I. GOMEZ, D.P.A.
ATTY. ROY BERNARD C. FIEL
RICHARD B. TANTOCO

ID Type; No.
UMID ID CRN 021- 1628-7865-8

All known to me to be the same persons who executed the foregoing agreement and who
acknowledged to me that the same is their free and voluntary act and deed, and that of
the entities they represent.

This instrument is a **MEMORANDUM OF AGREEMENT** consisting of six (6) pages
including the page on which this Acknowledgement is written signed at the bottom thereof
by the representative of the party and his instrumental witnesses.

WITNESS MY HAND AND SEAL on the date and place first mentioned.

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