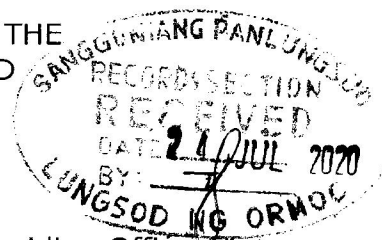


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC

23 JUL 2020

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL  
ON JULY 21, 2020



PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member, Majority Floor Leader
Roiland H. Villasencio,	SP Member, 1 <sup>st</sup> Asst. Majority Floor Leader
Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang,	SP Member, 2 <sup>nd</sup> Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member
Jasper M. Lucero,	SP Member
Peter M. Rodriguez,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

**RESOLUTION NO. 2020-218**

**A RESOLUTION RATIFYING AND CONFIRMING THE  
AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ  
OR THE ACTING CITY MAYOR TO ENTER INTO AND  
SIGN THE MEMORANDUM OF AGREEMENT (MOA)  
WITH IÑAKI A. LARRAZABAL ENTERPRISES, INC.  
RELATIVE TO THE IMPLEMENTATION OF THE  
RESIDENT RECOVERY PROGRAM.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated July 16, 2020 from the Office of the City Mayor, endorsing a request ratifying and confirming the authority of the City Mayor or his representative to enter into and sign the Memorandum of Agreement (MOA) with Iñaki A. Larrazabal Enterprises, Inc., 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, Iñaki A. Larrazabal Enterprises, Inc., a corporation duly organized and existing under the laws of the Philippines, with principal address at Ormoc City, is hereinafter referred to as the COMPANY;

WHEREAS, recognizing the right of stranded Ormocanons to come home, Executive Order No. 54 establishing the guidelines for the return of stranded Ormocanons, was issued;

WHEREAS, it is mandated in the guidelines that all stranded Ormocanons coming from COVID-19 positive areas must be brought to a quarantine facility upon entry to the port of Ormoc;

WHEREAS, additionally, LGU Ormoc requires other individuals to undergo a mandatory quarantine for COVID-19 related purposes pursuant to national and local health protocol issuances;

WHEREAS, returning residents and those other individuals required to be quarantined may have the option to be quarantined at a hotel supervised by the LGU Ormoc, for which all expenses of said quarantine (accommodations, food, and all costs incurred during and by reason of his/her stay) shall be for the account of the resident or his parent/guardian;

WHEREAS, the COMPANY is amenable to accept these residents and establish the IAL Lodge located in Bonifacio St., corner Burgos St., Ormoc City as a quarantine facility of the LGU ORMOC;

WHEREAS, LGU-ORMOC and the COMPANY hereby agreed that the latter's IAL LODGE shall be used as quarantine facility for stranded residents who wish to be quarantined in a hotel at their own expense, under the supervision and control of LGU Ormoc;

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, 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 motion of SP Member Jasper M. Lucero, Charrman, Committee on Good Government & Oversight, severally seconded by SP Members Tomas R. Serafica, Peter M. Rodriguez, Gregorio G. Yrastorza III, Esteban V. Laurente, Vincent L. Rama, Lalaine A. Marcos and Joan Marbie C. Simbajan; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION RATIFYING AND CONFIRMING THE AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) WITH IÑAKI A. LARRAZABAL ENTERPRISES, INC. RELATIVE TO THE IMPLEMENTATION OF THE RESIDENT RECOVERY PROGRAM;

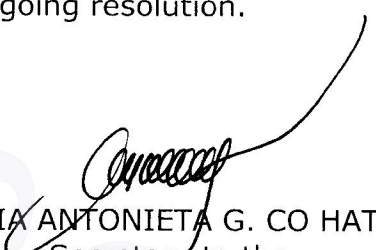
ADOPTED, July 21, 2020.

RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Agreement (MOA) be submitted 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; Iñaki A. Larrazabal Enterprises, Inc.; the City Health Department; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

CARRIED by SP Members present with one (1) inhibition registered, by SP Member Nolito M. Quilang;

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

DEMO COPY

DEMO COPY



## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
2020 in Ormoc City, Philippines, by and among:

**THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU ORMOC)**, with  
address at Aunubing St., Cogon, Ormoc City, herein represented by  
**MAYOR RICHARD I. GOMEZ**, hereinafter referred to as "**LGU-ORMOC**";

AND

**ÑAKI A. LARRAZABAL ENTERPRISES INC.**, a corporation duly  
organized and existing under the laws of the Philippines, with principal  
address at Ormoc City, represented by **MARIA MILAGROS L. RIZARRI**,  
hereinafter referred to as the "**COMPANY**";

**WITNESSETH, that:**

**WHEREAS**, recognizing the right of stranded Ormocanons to come home,  
Executive Order No. 54, Series of 2020, establishing the guidelines for the return  
of stranded Ormocanons, was issued;

**WHEREAS**, it is mandated in the guidelines that all stranded Ormocanons  
who come from COVID-positive areas must be brought to a quarantine facility  
upon entry to the port of Ormoc;

**WHEREAS**, additionally, LGU ORMOC requires other individuals to  
undergo a mandatory quarantine for Covid-19 related purposes pursuant to  
national and local health protocol issuances;

**WHEREAS**, returning residents and those other individuals required to be  
quarantined may have the option to be quarantined at a hotel supervised by the  
LGU ORMOC, for which all expenses of said quarantine (accommodations, food  
and all costs incurred during and by reason of his/ her stay) shall be for the  
account of the resident or his parent/ guardian;

**WHEREAS**, the **COMPANY** is amenable to accept these residents and  
individuals and to establish the IAL LODGE located in Bonifacio St., corner  
Burgos St., Ormoc City as a quarantine facility of LGU ORMOC;

**NOW THEREFORE**, for and in considerations of the foregoing premises  
and covenants and undertakings hereinafter set forth, parties hereto have agreed  
as follows:

### ARTICLE I. OBJECTIVE

The **LGU ORMOC** and **COMPANY** hereby agree that the latter's IAL  
LODGE shall be used as quarantine facility for returning residents and other  
individuals required to be quarantined who wish to be quarantined in a hotel at  
their own expense, under the supervision and control of **LGU ORMOC**;

### ARTICLE II: RESPONSIBILITIES OF PARTIES

- A. Consistent with the properties of this Agreement, the **LGU-ORMOC**  
shall:

1. Coordinate and provide the names of the returning residents and other individuals required to be quarantined who wish to be quarantined at IAL Lodge;
2. Provide transport for the designated returning residents and other individuals required to be quarantined to IAL Lodge from the port;
3. Transfer immediately to other facilities returning residents and other individuals required to be quarantined that will test positive of Covid-19 in accordance with its health protocols.

B. For its part, the **COMPANY** shall:

1. Designate a room for returning residents and other individuals required to be quarantined who are supplied by the LGU-ORMOC to be quarantined, and shall inform the latter of the designated room number for every person;
2. Provide food as may be requested by the returning residents and other individuals required to be quarantined, for their account;
3. Disinfect the rooms designated for the returning residents and other individuals required to be quarantined before and after the quarantine period;
4. Provide the services of a health care worker, ie. Nurse, midwife or nursing aide, who will conduct the daily monitoring of the quarantined residents and provide for their medical attention, under the supervision of the City Health Department (CHD);
5. Allow all access to LGU-ORMOC personnel and staff who may conduct at any time and day the monitoring of the quarantined residents;
6. Provide security personnel who shall ensure the safety and security of the company, its staff and the quarantined individuals; who shall also ensure that quarantined individuals properly comply with health protocols;
7. Provide PPEs to all the hotel staff of the company and ensure that they are worn by their staff properly at all times when inside the hotel;
8. Assist the LGU-ORMOC in ensuring that quarantine protocol is followed and shall report to the LGU-ORMOC any returning resident and other individual required to be quarantined who violate any provision of the protocol;
9. Ensure that the returning residents and other individuals required to be quarantined in its hotel do not go outside of their designated rooms at any time during the quarantine period except for emergency purposes, or other allowed instances like when a transfer to another facility is ordered by the CHD, or when the quarantine period has already lapsed as certified by a quarantine clearance certificate issued by the CHD and so discharge from the hotel is due;
10. Hold the LGU-ORMOC free and harmless for all costs of accommodations, food and other expenses as may be incurred during and by reason of the stay by the returning residents and other individuals required to be quarantined at the hotel.

### ARTICLE III: AMENDMENTS

This Memorandum of Agreement shall not be revoked, revised, and amended or modified in any respect except by mutual consent in writing of contracting parties.



#### ARTICLE IV: ARBITRATION

Any dispute, controversy, or claim arising out of or relating to this contract; or the breach, termination or invalidity thereof shall be settled by arbitration, in accordance with such terms and conditions as may be agreed upon separately by the parties.

#### ARTICLE V: EFFECTIVITY AND TERMINATION

This Agreement shall take effect upon signing by the two parties and shall remain in force until revoked by the concerned parties and/or higher authorities, subject to a written notice given thirty (30) days in advance; or until such time that the state of public health emergency is lifted and all the quarantined individuals are cleared by the competent authority.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this \_\_\_\_\_ at Ormoc City, Philippines.

LOCAL GOVERNMENT OF  
ORMOC

BY:

RICHARD I. GOMEZ, DPA  
City Mayor

INAKI A. LARRAZABAL ENTERPRISES  
INC.,

by:

MARIA MILAGROS L. RIZARRI  
President

Signed in the presence of and Parties personally known to the witnesses:

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

### ACKNOWLEDGMENT

**BEFORE ME**, a notary public, in the City of Ormoc and the province of Leyte, this JULY 16, 2020, at Ormoc City, Province of Leyte, personally appeared with their competent identification bearing their photograph and signature to wit:

**Richard I. Gomez** DRIVER'S LICENSE 1-85-028343

**AVILES MARIA ANICETA LARRAZABAL** DRIVERS LICENSE / H03-88-010071

Personally known to the witnesses who are known to me to be the same person who executed the foregoing instrument and they acknowledged before me that the same are their free and voluntary act and deed.

This instrument consisting of three (3) pages has been signed on the left margin on each and every page hereof by the parties herein and their witnesses and sealed with my notarial seal.

**IN WITNESS WHEREOF**, I hereunto set my hand on the day, year and place above written.

Doc. No. 458  
Page No. 92  
Book No. 53  
Series of 2020.

**ATTY. JASPER M. LUCERO**  
Notary Public for the City of Ormoc  
Municipalities of Kananga, Matagob, Merida,  
Isabel, Leyte under NC No. DE-19-12-16  
My commission expires on Dec. 31, 2021  
PTR No. 6245829 / Ormoc City / 01-13-2020  
IBP No. 111623 / Leyte / 01-22-2020  
Roll No. 45391, May 8, 2000  
TIN No. 917-641-378