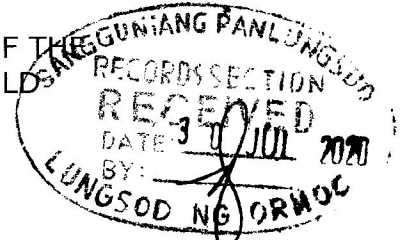


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL  
ON JULY 28, 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. 2020-227**

**A RESOLUTION GRANTING THE CITY MAYOR/ACTING MAYOR/OIC MAYOR THE AUTHORITY TO SIGN A MEMORANDUM OF AGREEMENT (MOA) TO BE ENTERED INTO BY AND AMONG THE LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU-ORMOC), THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR), ASOSASYON SA MGA MAG-UUMA SA BAGONG (AMBAG) AND ST. PETER CASKET FACTORY & TRADING (VISAYAS), INC. FOR THE REFORESTATION PROJECT IN BARANGAY NUEVA SOCIEDAD, ORMOC CITY.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated June 2, 2020 from the Office of the City Mayor, endorsing a request for the issuance of a Resolution granting the City Mayor or Acting City Mayor the authority to sign the Memorandum of Agreement (MOA) to be entered into by and among the Department of Environment and Natural Resources (DENR), Local Government Unit of Ormoc City, Asosasyon sa mga Mag-uuma sa Bagong (AMBAG) and St. Peter Casket Factory & Trading (Visayas), Inc. for the reforestation project in Barangay Nueva Sociedad, Ormoc City, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, the Office of the City Legal Officer and ENRO, which have reviewed the said Memorandum of Agreement found nothing legally objectionable thereto, adding that it is not contrary to law, morals, public order or public policy, much less detrimental to the best interest of LGU-Ormoc City;

WHEREAS, the DENR is the primary agency responsible for the conservation, development, protection, and utilization of the country's natural resources for the benefit of the present and future generations;

WHEREAS, the Local Government Code (RA 7160) mandates for every Local Government Unit to exercise its inherent powers, as well as share with the national government the responsibility in the management and maintenance of ecological balance in its respective territorial jurisdiction;

WHEREAS, Section 455 (b) 1 (vi) of the same Act mandates that the City Mayor can "represent the City in all its business transactions and sign in its behalf all bonds, contracts, and obligations, and such other documents upon authority of the Sangguniang Panlungsod (SP) or pursuant to law or ordinance";

WHEREAS, the Joint Memorandum Circular No. 2003-01, Strengthening and Institutionalizing the DENR-DILG-LGU Partnership on Devolved and Other Forest Management Functions, provides that the collaboration and partnership between DENR and DILG in supporting LGUs to protect, develop, and manage forestland resources will improve the overall health of the Philippines environment, uplift the socio-economic condition of upland communities, conserve biodiversity, strengthen food and fiber security, and stabilize the supply of water from watershed;

WHEREAS, the St. Peter Casket, has signified its intention and willingness to adopt an area and its willingness to contribute to the greening efforts of the DENR through St. Peter Casket's Soul Trees Program by adopting and developing an area of twenty (20) hectares of public lands areas and planting 333,200 seedling production of indigenous forest trees and nurture the planted seedlings thereon for three (3) years (the "Project");

WHEREAS, Asosasyon sa mga Mag-uuma sa Bagong (AMBAG) is a duly accredited People's Organization with knowledge and experience in implementing National Greening Programs with DENR, and is committed to echo its knowledge to beneficiary community;

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, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Lalaine Marcos, Chairman, Committee on Environment, Natural Resources & Energy Conservation and SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws & Ordinances, severally seconded by SP Members Roiland H. Villasencio, Nolito M. Quilang, Jasper M. Lucero, Vincent L. Rama, Joan Marbie C. Simbajon, Tomas R. Serafica, Esteban V. Laurente, Eusebio Gerardo S. Penserga, Peter M. Rodriguez and Gregorio G. Yrastorza III; be it:

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING THE CITY MAYOR/ACTING MAYOR/OIC MAYOR THE AUTHORITY TO SIGN A MEMORANDUM OF AGREEMENT (MOA) TO BE ENTERED INTO BY AND AMONG THE LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU-ORMOC), THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR), ASOSASYON SA MGA MAG-UUMA SA BAGONG (AMBAG) AND ST. PETER CASKET FACTORY & TRADING (VISAYAS), INC. FOR THE REFORESTATION PROJECT IN BARANGAY NUEVA SOCIEDAD, ORMOC CITY;




ADOPTED, July 28, 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, that copies of this resolution be furnished, each, to the Honorable City Mayor, Richard I. Gomez, the City Administrator, Vincent L. Emnas; the City Legal Officer, Atty. Josephine A. Mejia-Romero; the Environment and Natural Resources Office (ENRO); the Department of Environment and Natural Resources (DENR) in Ormoc City; Asosasyon sa mga Mag-uuma sa Bagong (Ambag); St. Peter Casket Factory & Trading (Visayas), Inc.; the City Local Government Operations Officer-DILG; and all other offices concerned for 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

### KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is hereby made and entered into this \_\_\_\_ day of \_\_\_\_ 2020 at \_\_\_\_\_, Philippines, by and among:

The DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES, an instrumentality of the national government of the Republic of the Philippines, with office address at Division Road, Brgy. Bantigue, Ormoc, Leyte, Philippines, represented herein by Community Environment and Natural Resources Officer ELMER B. LABACLADO, and referred to hereinafter as "DENR-CENRO";

ORMOC CITY LEGAL OFFICE

And

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public

policy, moral

Amendments/Revision

The LGU ORMOC CITY, LEYTE, a local government unit located at Aunubing Street, Brgy. Cason, Ormoc City, Leyte, Philippines, represented herein by its City Mayor, HON. RICHARD I. GOMEZ hereinafter referred to as "LGU-ORMOC";

And

The ASSOSASYON SA MGA MAG-UUMA SA BAGONG, a non-stock, non-profit organization of upland farmers, duly organized and existing under the laws of the Republic of the Philippines, with office address at the Brgy. Bagong, Ormoc City, represented herein by its President, EMILI B. CADIZ, hereinafter referred to as "PO-AMBAG";

And

The ST. PETER CASKET FACTORY & TRADING (VISAYAS), INC., is a corporation existing under laws of the Philippines, with principal office at P. Burgos St., Brgy. San Roque, Cebu City, represented herein by its PRESIDENT, MR. YORK B. VITANGCOL, hereinafter referred to as "ST. PETER CASKETS".

### WITNESSETH THAT:

WHEREAS, the DENR is the primary agency responsible for the conservation, development, protection and utilization of the country's natural resources for the benefit of the present and future generations;

WHEREAS, Executive Order No. 26, Series of 2011, expanded the implementation of the National Greening Program (NGP) as a government priority in order to pursue sustainable development for poverty reduction, food security, biodiversity conservation, and climate change mitigation and adaptation, with DENR as lead agency;

WHEREAS, the Executive Order recognizes the need to harmonize its greening efforts being undertaken by the government to achieve the objectives of the Expanded National Greening Program (ENGP) and enhance and encourage the participation of the private sector, local government units organized upland and coastal communities and other relevant stakeholder in the sustainable management of the developed plantations and protection of existing plantations;

WHEREAS, there is a need to harness concerted support, consolidated resources and efforts toward successful implementation of the government's poverty reduction programs that would achieve economic development in rural communities while safeguarding the environment;

WHEREAS, the Joint Memorandum Circular No. 98-01: Manual of Procedures for DENR-DILG-LGU Partnership on Devolved and Other Forest Management Functions, Section 1 provides that the LGUs shall share with DENR the responsibility in the sustainable management and development of the forest resources within their territorial jurisdiction;



WHEREAS, the Joint Memorandum Circular No. 2003-01: Strengthening and Institutionalizing the DENR-DILG-LGU Partnership on Devolved and Other Forest Management Functions, provides that the collaboration and partnership between DENR and DILG in supporting LGUs to protect, develop and manage forestland resources will improve the overall health of the Philippines environment, uplift the socio-economic condition of upland communities, conserve biodiversity, strengthen food and fiber security, and stabilize the supply of water from watersheds;

WHEREAS, the St. Peter Caskets, has signified its intention and willingness to adopt an area and its willingness to contribute to the greening efforts of the DENR through St. Peter Casket's Soul Trees Program by adopting and developing an area of twenty (20) hectares of public lands areas and planting 223,200 seedling production of indigenous forest trees and nurture the planted seedlings thereon for three (3) years (the "Project");

ORMOC CITY LEGAL OFFICE

REVIEWED  
NOW, THEREFORE, for and in consideration of the foregoing premises, and the mutual covenants herein set forth, the Parties stipulate and agree as follows:

Approved

**Section 1 Project Description**  
Separate Opinion

Drafted by CLO  
Not contrary to laws, public policy, moral.  
PO Contractor  
Amendments/Revisions  
Atty. Maria Adella S. Calma  
DATE: JUN 8 1 2020

Name of the project : The project shall be called "St. Peter Soul Trees Forest".  
Duration : Three (3) years Comprehensive Site Development Project.  
Location : Brgy. Nueva Sociedad, Ormoc City as described on the attached map.  
PO Contractor : The St. Peter Caskets shall adopt the project through contracting the ASSOSASYON SA MGA MAG-UUMA SA BAGONG (AMBAG) subject to the monitoring and supervision of DENR and LGU of Ormoc City.

The Parties shall undertake the Project for the following purposes and objectives:

1. To rehabilitate a total of twenty (20) hectares identified by the DENR, with exact location specified on the attached map, located at Barangay Nueva Sociedad, Ormoc City, Leyte (the "Upland Plantation") within the term of this Contract.
2. To plant indigenous tree species.
3. To conduct protection and maintenance of the upland plantation within the term of this Contract.

**Section 2 Rights and Obligations of the Department of Environment and Natural Resources**

The DENR through its Community Environment and Natural Resources (CENRO) Office at Ormoc City, Leyte shall:

1. Identify and delineate the Project area by conducting preliminary ground survey and preparing a map indicating the boundaries of the target area within the public land/watershed areas in the City of Ormoc;
2. Authorize parties to use/enter plantation pursuant to this agreement;
3. Provide the necessary technical assistance in nursery operation, plantation establishment and plantation maintenance and protection;
4. Monitor the progress of the development of the Project area/s to ensure that it is done in accordance with the plans and specifications in the Program of Works or Work and Financial Plan of St. Peter Caskets;
5. Provide quarterly progress and financial reports pursuant to preceeding sub-section to LGU-Ormoc and St. Peter Caskets on the status of the Project;
6. Automatically take over the maintenance and protection of the established plantations after the term or duration of the Project/Contract/Agreement;
7. Issue a certificate of appreciation to all involved project partners after the completion of the Project;
8. Ensure the protection and security of the said twenty (20) hectares. The parties warrant that no trees shall be cut off any time unless otherwise required subject to existing laws, rules and regulations;
9. Ensure the preservation, maintenance and safeguarding of the allocated and designated twenty (20) hectares forest/forest land subject of this contract and to remain as forest/forest land in accordance with the terms and conditions of this agreement, and applicable laws;



10. Allow other organizations such as GOCC's, NGO's, religious sectors, etc. to participate in the reforestation activity on the designated twenty (20) hectares area to augment the financial resources provided by St. Peter Caskets subject to the approval of CENRO and LGU Ormoc;
11. Recognize "St. Peter" as the major sponsoring institution in the development of an identified twenty (20) hectares and identify the same as "St. Peter Soul Trees Forest";
12. Assist the contracted PO in organizing the Brgy. Nueva Sociedad community into a capable PO, including obtaining accreditation of a community PO;
13. Designate a representative in the formation of Technical Working Group and Monitoring team.
14. Allow St. Peter to provide and install directional signs going to the St. Peter Soul Trees Forest project area/s which include the Company name, Company logo, etc.
15. Allow St. Peter to use and mention this St. Peter Soul Trees Forest project in all media programs of St. Peter with proper attribution as to cooperation with parties.
16. Ensure that the designated area/s of St. Peter Soul Trees Forest project is accessible for inspection.

### Section 3 REVIEWED

#### Rights and Obligations of the Local Government Unit of Ormoc City

The LGU Ormoc through its City Environment and Natural Resources Office (City ENRO) at Ormoc City, Leyte shall:

- Approved \_\_\_\_\_
- Separate Opinion \_\_\_\_\_
- Drafted by CLO \_\_\_\_\_
- Not contrary to laws, policy, moral. \_\_\_\_\_
- Amendments/Revisions \_\_\_\_\_
- By: Adela S. Cabral DATE: 2024
1. Monitor and evaluate all activities of the Project including coordination meetings, compilation of progress reports and other related activities;
  2. Monitor the progress of the development of the Project areas to ensure that it is done in accordance with the plans and specifications in the Program of Works or Work and Financial Plan of St. Peter Caskets;
  3. Assist the contracted PO in organizing the Brgy. Nueva Sociedad community into a capable PO, including obtaining accreditation of a community PO;
  4. Act as lead agency in the formation of Technical Working Group and Monitoring Team
  5. Designate a representative in the formation of Technical Working Group and Monitoring team
  6. Assist St. Peter in applying and obtaining the necessary permits and clearances for the installation of directional signs (with St. Peter name and logo) to the designated coverage area/s of the St. Peter Soul Trees Forest project.

### Section 4

#### Rights and Obligations of the People's Organization

The PO through ASSOSASYON SA MGA MAG-UBANA SA BAGONG (AMBAG) at Ormoc City, Leyte shall:

1. Provide manpower for the preparation and establishment of the Upland Plantation;
2. Establish and maintain a nursery at the project site where seedlings be stocked for immediate replacement of dead plants as their counterpart;
3. Conduct the planting of suitable tree species in the adopted area including care, maintenance and protection of identified project site;
4. Ensure that all areas under Upland Plantation will have at least Eighty Five percent (85%) survival rate;
5. Submit monthly progress and financial reports to St. Peter Caskets, LGU-Ormoc and DENR;
6. Submit a copy of all official disbursement receipts to LGU-Ormoc and DENR for all the amounts received from St. Peter Caskets in relation to the Project;
7. Undertake any and all other actions necessary and beneficial for the successful implementation of the Project;
8. Set up a mini office, with assigned personnel representing the organization at the Brgy. Hall of Brgy. Nueva Socieda for easy coordination and contact;
9. Designate an official contact person and provide official contact number, address and email address to DENR, LGU, the Brgy. Office of Brgy. Nueva Sociedad and the St. Peter;
10. Assist the contracted PO in organizing the Brgy. Nueva Sociedad community into a capable PO, including obtaining accreditation of a community PO;



**Section 5 Rights and Obligations of St. Peter Casket Factory and Trading (Visayas), Inc.**

The St. Peter Caskets through St. Peter Casket Factory and Trading (Visayas), Inc. at Cebu City shall:

1. Provide, allocate, allot and distribute funds, resources and financial support for a period of three (3) years in the amount of Eight Hundred Twenty-Four Thousand and Eight Hundred Twenty-Four Pesos (Php 824,824.00) for the purpose of developing, financing and sponsoring tree planting efforts in an identified twenty (20) hectare DENR protected forest for sustainable reforestation program over the specific and designated forest land within the City of Ormoc and release such funds gradually in accordance with the schedule of release of funding which will be agreed by the parties;
2. Coordinate any voluntary participation of its employees (or St. Peter Group of Companies/St. Peter Chapel employees), in selected technology transfer seminars and tree planting activities conducted under the project as agreed and as planned;
3. Exercise financial and administrative control and evaluation over the Project;
4. Coordinate closely with the PO, LGU-Ormoc and DENR in the implementation of the Project activities;
5. Monitor the progress of the development of the Project areas to ensure that it is done in accordance with the plans and specifications in the Program of Works or Work and Financial Plan of St. Peter Caskets;
6. Turn the Project over to DENR after the term of this MOA or extend and execute another MOA if desired, and
7. Provide directional signs going to the designated coverage area/s of the St. Peter Soul Trees Forest project.
8. Undertake procurement of the required seedlings through the contracted PO;

**Section 6 Project Summary**

The project shall cover the following activities with corresponding costs:

DESCRIPTION	COST
A. Y1 Production of High Quality Seedlings	P399,840.00
B. Y1 Site Prep & Plantation Establishment	P130,000.00
C. Y1 Maintenance & Protection	P20,000.00
D. Y1 Project, Monitoring & Supervision	P54,984.00
E. Y2 Maintenance & Protection	P110,000.00
F. Y3 Maintenance & Protection	P110,000.00

The payment as scheduled shall be made directly to the PO based on the agreed schedule of payment and after compliance to the inspections and reports as required by all involving parties. A trust account shall be opened so that all financial transactions be coursed through it.

**Section 7 Terms**

This MOA shall be binding upon the Parties, their assigns and successors-in-interest upon signing hereof, and shall remain in effect for three (3) years from the execution of this MOA. This agreement maybe terminated upon the mutual agreement of all parties with recourse to applicable remedies it warranted.

**Section 8 Capacity and Authorization**

The Parties herein warrant that they have the capacity, power and requisite authorization to enter this MOA.

**Section 9 Separability Clause**

Should any part of this MOA be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof.

**Section 10 Breach of Contract**

The violation or omission of any of the provisions of this MOA shall be a ground for the cancellation or rescission of the same without need for legal or court action.

**Section 11 Governing Law**

This MOA shall be governed and construed in all respects, by the laws of the Republic of the Philippines.

**Section 12 Dispute Resolution**

Any dispute arising out of this agreement shall be resolved by the parties through alternative modes of dispute resolution including arbitration as maybe agreed to by the parties subsequent hereof;

ORMOC CITY LEGAL OFFICE

**Section 13 Force Majeure**

Approved: \_\_\_\_\_  
Separate Opinion: \_\_\_\_\_  
Drafted by CLO: \_\_\_\_\_  
Either Party is excused from performance, and shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control of such affected Party including, but not limited to, work stoppage, fire, civil disobedience, riot, rebellion, accident, explosion, flood, storm, acts of God and other similar occurrences.

**Section 14 No Employer-Employee Relationship**

Not contrary to laws, public

policy, moral: \_\_\_\_\_  
The parties understand and agree that there is no employment relationship between the parties and between any member, employee, officer, agent or representative of either party and nothing in this MOA shall be construed as establishing such employment relationship.

Atty. Mark S. \_\_\_\_\_  
BY: \_\_\_\_\_ DATE: JUN 6 2017  
Ver; Remedies Cumulative

No provision of this MOA shall be considered waived except when such waiver is made in writing. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall impair any such right, power or privilege or operate as a waiver thereof. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any right or remedies that the Parties would otherwise have under applicable law.

**Section 16 Assignment**

Neither Party may assign any of its rights nor obligations under this MOA to a third party, except as provided in the MOA or with the prior written consent of the other Party.

**Section 17 Amendments**

This MOA may be modified by the subsequent agreements mutually entered into by herein parties in writing and shall form part of the original agreement. This MOA shall be effective only on the date it is signed by the last signing Party.

SIGNED on the date and at the place first above written.

DEPARTMENT OF ENVIRONMENT AND  
NATURAL RESOURCES

FOR: ELMER B. LABACLADO  
CENR OFFICER

ST. PETER CASKET FACTORY & TRADING  
VISAYAS, INC.

MR. YORK B. VITANGCOL  
President



LOCAL GOVERNMENT UNIT

PEOPLE'S ORGANIZATION

HON. RICHARD I. GOMEZ, DPA  
City Mayor

EMILI B. CADIZ  
President, AMBAG

SIGNED in the presence of:

MR. RAFAEL JUNIAR P. DUMALAN  
City ENROfficer  
City ENRO, LGU-Ormoc

FOR. MICHAEL MACALALAG  
ENGP Focal Person  
DENR Ormoc City

FOR. ROSILYN C. SANCHEZ  
Head, Forestry and Wildlife Mgt. Section  
City ENRO, LGU-Ormoc

ACKNOWLEDGEMENT

REPUBLIC OF THE Philippines )  
 ) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared:

Affiant	Competent Evidence of Identity	
	Type of ID (If applicable)	ID Number and Expiry Date
FOR. ELNER B. LABACADO	1	
	2	
HON. RICHARD GOMEZ	1	
	2	
YENNY S. MITANGCOL	1	
	2	
	1	
	2	

Known to me and to me known to be the same persons who executed the foregoing Contract consisting of seven (7) pages inclusive of the page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof and sealed with my notarial seal, and who acknowledged to me that the same is their free and voluntary act and deed, as well as the voluntary act and deed of the corporations herein represented.

WITNESS MY HAND AND SEAL on the day and place above-written.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2020.

NOTARY PUBLIC