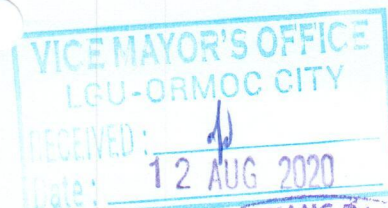


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL
ON AUGUST 11, 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 st Asst. Majority Floor Leader
Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang,	SP Member, 2 nd 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. 2020-248

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN THE
MEMORANDUM OF UNDERSTANDING (MOU) TO BE
ENTERED INTO BY AND BETWEEN THE DEPARTMENT
OF TRANSPORTATION (DOTr) AND THE LOCAL
GOVERNMENT UNIT OF ORMOC IN RELATION TO THE
PROMOTION OF LOW CARBON URBAN TRANSPORT
SYSTEM (LCT).**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated July 10, 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 Understanding (MOU) to be entered into by and between the Department of Transportation (DOTr) and the Local Government Unit of Ormoc in relation to the promotion of Low Carbon Urban Transport System (LCT), a copy of the MOU is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, the Department of Transportation, a national government agency existing under and by virtue of the laws of the Philippines is hereinafter referred to as DOTr;

WHEREAS, in a Letter dated March 13, 2020, the Office of the City Mayor wrote in response to a letter of the DOTr received on February 11, 2020 expressing the intention of the City Government to be a potential pilot project site on the promotion of Low Carbon Urban Transport System (LCT), a copy of the Letter is hereto attached as "ANNEX B" and made an integral part hereof;

WHEREAS, in a Letter dated June 2, 2020, the DOTr in partnership with United Nations Development Programme (UNDP) expressed their support to Ormoc City in implementing activities related to the creation of an enabling environment for the commercialization of low carbon transport systems and in order to formalize this collaboration, a Memorandum of Understanding (MOU) is proposed to signify the mutual interest of the initiative, a copy of the Letter is hereto attached as "ANNEX C" and made an integral part hereof;

WHEREAS, in an Opinion dated July 8, 2020, the City Legal Office finds nothing legally objectionable in the said MOU and that the same is not contrary to law, morals, public order, or public policy much less detrimental to the best interest of Ormoc City, a copy of the Opinion is hereto attached as "ANNEX D" and made an integral part hereof;

WHEREAS, the Executive Order (E.O.) No. 292 mandates the DOTr as the primary policy, planning, programming, coordinating, implementing, regulating, and administrative entity of the Executive Branch of the Government in the promotion, development, and regulation of dependable and coordinated networks of transportation and communications systems as well as in the fast, safe, efficient and reliable postal, transportation, and communication services;

WHEREAS, pursuant to its mandate, the DOTr launched the Public Utility Vehicle (PUV) Modernization Program, a long-term solution of the National Government to the worsening condition of the transportation sector;

WHEREAS, the City Government of Ormoc expressed its willingness to support the UNDP-DOTr's promotion of Low Carbon Urban Transport System in the Philippines, funded under the Global Environment Facility;

WHEREAS, the general objective of the MOU is to explore cooperative ways of the LCT. Each of the parties shall collaborate and exert on a best effort basis to fulfill in a timely and expeditious manner the objectives and purposes of the MOU;

WHEREAS, the MOU shall come into full force and effect for a period of three (3) years from date of signing of the parties;

WHEREAS, the DOTr and the LGU shall collectively bear all costs related to the conciliation and preparation for any proposed agreement;

WHEREAS, the MOU shall serve as a preliminary agreement of the parties and that the activities being contemplated as well as the performance by the parties of any undertaking pursuant to, or in furtherance of the MOU shall be subject to more definitive agreements;

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

WHEREFORE, on joint motion of SP Member Gregorio G. Yrastorza III, Chairperson, Committee on Transportation and SP Member Benjamin S. Pongos, Jr. Chairperson, Committee on Laws and Ordinances, severally seconded by SP Members Roiland H. Villasencio, Nolito M. Quilang, Joan Marbie C. Simbajon, Lalaine A. Marcos, Tomas R. Serafica, Peter M. Rodriguez 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 UNDERSTANDING (MOU) TO BE ENTERED INTO BY AND BETWEEN THE DEPARTMENT OF TRANSPORTATION (DOTr) AND THE LOCAL GOVERNMENT UNIT OF ORMOC IN RELATION TO THE PROMOTION OF LOW CARBON URBAN TRANSPORT SYSTEM (LCT);


ADOPTED, August 11, 2020.

RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Understanding (MOU) 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. Ennas; the City Legal Officer, Atty. Josephine Mejia-Romero; DOTr; UNDP; ENRO; 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 UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (MOU) is executed this _____th day of _____ 2019, by and between:

DEPARTMENT OF TRANSPORTATION, a national government agency existing under and by virtue of the laws of the Philippines, with principal address at DOTr Compound, Apo Court, Pinatubo St., corner Segio Osmena St., Clark Freeport Zone, Mabalacat City, Pampanga, represented by its **Secretary, ARTHUR P. TUGADE**, hereinafter referred to as "DOTr";

- and -

The LGU- _____ **CITY**, a local government unit of the Province of _____ with principal address at Office of the City Mayor, City of _____, Province of B _____, Philippines, and duly represented by its **Local Chief Executive**, _____, hereinafter referred to as "LGU- _____ **CITY**";

(DOTr and LGU- _____ **CITY** may hereafter referred to individually as "Party, or collectively as the "Parties").

ANTECEDENTS:

WHEREAS, Executive Order No. 292 mandates the DOTr as the primary policy, planning, programming, coordinating, implementing, regulating and administrative entity of the Executive Branch of the government in the promotion, development, and regulation of dependable and coordinated networks of transportation and communications systems as well as in the fast, safe, efficient and reliable postal, transportation and communication services;

WHEREAS, pursuant to its mandate, the DOTr launched the Public Utility Vehicle (PUV) Modernization Program, a long-term solution of the National Government to the worsening condition of the transportation sector;

Insert

WHEREAS, LGU _____ expressed willingness to support the UNDP-DOTr Promotion of Low Carbon Urban Transport System (LCUTS) in the Philippines Project, funded under the Global Environmental Facility;

WHEREAS, Republic Act No. 8749, otherwise known as the "Philippine Clean Air Act of 1999," and by virtue of Executive Order No. 192, Series of 1987, states the policy of the State to maintain a quality of air that protects human health and welfare;

WHEREAS, the Parties may enter into future discussions with respect to contractual arrangements pertaining to the above-mentioned project;

ACCORDINGLY, for and in consideration of the above premises and mutual covenants herein set forth, the Parties hereby agree to the following terms and stipulations:

ARTICLE 1 **OBJECTIVE OF THE MOU**

The general objective of this MOU is to explore cooperative ways in relation to the Project. Each of the Parties herein shall collaborate and exert on a best effort basis to fulfill in a timely and expeditious manner the objectives and purposes of this MOU.

ARTICLE 2 **TERM**

This MOU shall come into full force and effect for a period of three(3) years from date of signing by all Parties.

ARTICLE 3 **COSTS AND EXPENSES**

It is understood that DOTr and LGU shall collectively bear all costs related to the conciliation and preparation for any proposed agreement.

ARTICLE 4 **INTELLECTUAL PROPERTY RIGHTS**

Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, designs, specifications and the like generated or acquired before the signature or beyond the scope of this MOU.

All industrial and intellectual property rights originated within the scope of this MOU shall vest in the originating Party.

ARTICLE 5 **FURTHER AGREEMENTS**

It is understood that this MOU 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 MOU shall be subject to more definitive agreements.

ARTICLE 6

CONFIDENTIALITY

A. Each Party undertakes to:

1. keep confidential the "Confidential Information";
2. use the Confidential Information solely for the purpose of the project(s) contemplated under this MOU; and
3. disclose the Confidential Information only to those of its officers and employees who have a need to know (and only to the extent each has a need to know) and who are aware and agree that the Confidential Information must be kept confidential.

"Confidential Information" of a Party means information conveyed orally, in written form, or by whatever medium of storage it may be contained, by the information provider to the information receiver or known to the information receiver as a consequence or through its relationship with the information provider, in whole or in part, and which is not generally known in the industry in which the information receiver and the information provider are engaged, including, without limiting the generality of the foregoing, information about products, processes, services, concepts, purchasing procedures, accounting, engineering, financial matters, trade secrets, marketing, and including, without limiting the generality of the foregoing, designs, drawings, sketches, specifications, requirements, methods, manuals, documentation, computer software, and other written or printed information.

B. "Confidential Information" shall not mean:

1. Information that was in the information receiver's possession prior to the execution of this MOU;
2. Information that was in the public domain at the time of disclosure, or which subsequently entered the public domain through no breach by the information receiver of its obligations under this MOU;
3. Information made known to the information receiver by a third party who is lawfully in possession of the information and had the right to provide the information to the information receiver; and
4. Information that is required to be disclosed under the law, government order, decree or regulation.

This clause will continue in force for a period of one (1) year from the date of the termination of this MOU.

ARTICLE 7

ASSIGNMENT

Neither Party shall sell, transfer or assign, pledge or otherwise dispose of all of any part of its respective interest in this MOU without the prior written consent of the other Party.

ARTICLE 8 **TERMINATION**

This MOU will immediately terminate:

- (a) upon mutual agreement in writing of the Parties;
- (b) upon the withdrawal of any Party by giving at least sixty (60) calendar days written notice to the other;
- (d) upon written notice by any Party following a breach by the other of any of the provisions of this MOU and the same cannot be resolved; or
- (e) upon lawful order due to a finding by competent judicial authority that the MOU is illegal, unenforceable or disadvantageous to any Party.

Termination of this MOU will be without prejudice to any actual rights of the Parties existing as of the date of termination, and each Party shall retain all rights and remedies available under this MOU and under applicable law with respect to any breach of any provision of this MOU occurring prior to such termination.

ARTICLE 9 **FURTHER ACTION, AGREEMENT AND CONSENT**

Each Party shall:

- (a) use all reasonable endeavors to do all things necessary or desirable to give full effect to this MOU; and
- (b) refrain from doing anything which might hinder performance of this MOU.

Any agreement or consent required of the Parties under this MOU must be made or given unanimously but each Party agrees that they will not unreasonably delay or withhold that agreement or consent.

ARTICLE 10 **AMENDMENTS AND APPROVALS**

No amendment or supplement to this MOU, and no approval or consent constituting an amendment, shall be effective for any purpose unless made in writing and signed by a duly authorized officer of both Parties.

ARTICLE 11 **APPLICABLE LAW AND INTERPRETATION**

- (a) This MOU shall be governed by, interpreted, and construed in accordance with Philippine laws. The Parties shall endeavor to resolve any dispute, claim or controversy which may arise out of or in connection with this MOU or the application, implementation, validity, breach or termination thereof through amicable consultation between them. Such consultation shall commence upon the written notification to that effect by one Party to the other Party.
- (b) In the event that such dispute, claim, controversy or disagreement cannot be settled amicably within thirty (30) calendar days after a written notice to resolve such dispute, claim, controversy or disagreement is received by a Party, the same shall be settled by arbitration in the Philippines, administered by the Philippine Dispute Resolution Center, Inc. ("PDRC"), in accordance with the provisions of Republic Act. No. 9285, otherwise known as "Alternative Dispute Resolution Act of 2004".

ARTICLE 12 NOTICES

Any notice, request, demand or statement required or permitted hereunder shall be sent to the following addresses:

If to DOTr:

DOTr Compound, Apo Court, Pinatubo St., corner
Sergio Osmena St., Clark Freeport Zone,
Mabalacat City, Pampanga, Philippines
Telephone: _____ Facsimile: _____
Attention: The Secretary

If to LGU _____ City:
City Hall Building _____ City
Telephone: _____
Facsimile: _____
Attention: The City Mayor

Any Party may change such address by giving notice to the other Party as herein provided. All such notices and other communications shall be in writing and in the English language and valid and sufficient if dispatched by facsimile transmission or by courier.

Such notices and communications shall be effective (a) in the case of delivery by courier, on the date of receipt as evidenced by a receipt of delivery from the recipient; (b) in the case of transmission by facsimile, on the date of facsimile transmission; provided, that any judicial service of summons shall be effective only upon actual receipt.

ARTICLE 13
SEVERABILITY

If at any time, any provision of this MOU is adjudged to be or becomes illegal, invalid or unenforceable in any respect under the law, rules and regulations with any competent jurisdiction, the legality, validity and enforceability of such provisions not so affected or impaired shall subsist and remain valid as between the Parties.

ARTICLE 14
EFFECTIVITY

This MOU shall become effective and binding from the time it is signed by the Parties' duly authorized representatives.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date and at the place first above-written.

DEPARTMENT OF TRANSPORTATION CITY LGU-_____ CITY

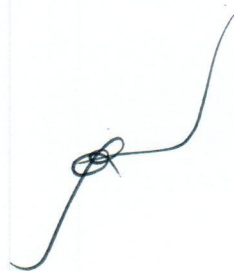
by:

by:

ARTHUR P. TUGADE
Secretary

City Mayor

Signed in the presence of:



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) SS.

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

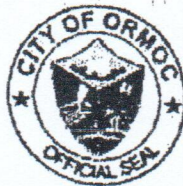
Name	Competent Evidence of Identity	Date/Place Issued
Arthur P. Tugade, representative of DOTr		
representative of LGU- City		

known to me and to me known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the corporations represented herein, and that they are duly authorized to sign the same.

This instrument consisting of seven (7) pages, including this page whereon the acknowledgement clause is written, signed by the Parties and their instrumental witnesses on each and every page hereof, sealed with my notarial seal, refers to a Memorandum of Understanding executed and signed between DEPARTMENT OF TRANSPORTATION and LGU-_____ CITY.

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

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



Republic of the Philippines
OFFICE OF THE CITY MAYOR
Ormoc City

"Annex B"

March 13, 2020

UNDERSECRETARY MARK RICHMUND M. DE LEON

Officer-in-Charge

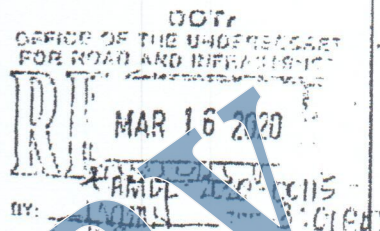
Road Transport and Infrastructure

Department of Transportation

DOTr Compound, Apo Court Pinatubo St.

Corner Serge Osmeña St.

Clark Freeport Zone, Pampanga



Dear Undersecretary de Leon:

I write in response to your letter dated January 28, 2020, a copy of which was received by my office on February 11, 2020. In behalf of our City of Ormoc, we would like to express our intent to be a potential pilot project site on the Promotion of Low Carbon Urban Transport Systems (LCT). We are willing to participate in the Project through an EOI and with a resolution of Support from the City Council. We have a draft of our Local Public Route Transport Rationalization Plan, and we have a transport cooperative with the potential to implement/ provide support the low carbon transport of the LGU.

We understand that we may be required to submit documents regarding the Project and we undertake to extend our full support and cooperation. In the meantime, should you require a discussion on this matter, please contact me at iguormccmo@gmail.com (053) 832 8888 local 1007.

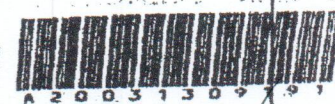
Thank you for your kind attention.

Very truly yours,

RICHARD L. GOMEZ, DPA
City Mayor

New Ormoc City Hall, Ormoc City, Leyte (053)-255-7395
www.ormoc.gov.ph

ORMOC CITY





REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION

11 Annex C #

OFFICE OF THE CITY MAYOR	
RECEIVED	
DATE:	102 JUL 2020
TIME:	3:48
SIGNATURE:	<i>[Signature]</i>

02 June 2020

HON. RICHARD I. GOMEZ
Mayor
Ormoc City
2F City Hall Building, Aunubing St.
Brgy. Cogon, Ormoc City 6541

Subject : **WAYS FORWARD FOR THE PROMOTION OF LOW CARBON URBAN
TRANSPORT SYSTEMS (LCT) IN THE PHILIPPINES PROJECT**

Dear Mayor Gomez:

Greetings!

This has reference to your letter dated 13 March 2020. The Promotion of Low Carbon Urban Transport Systems (LCT) in the Philippines Project of the Department of Transportation (DOTr) in partnership with United Nations Development Programme (UNDP), expresses its support to Ormoc City in implementing activities related to the creation of enabling environment for the commercialization of low carbon transport systems.

Moving forward, the Project intends to lay down its plans for the engagement with Ormoc City, with large consideration to the "new normal scenario" in our transport system. Specifically, the plan includes the following support to the city, among others:

- LGU Needs Assessment and Project Workplanning
- Development of Low Carbon Transport Master Plan
- Capacity Development Workshops
- Development of Business Plans
- Introduction and Operationalization of Electric Vehicles for Mass Transit

To formalize the collaboration, a Memorandum of Understanding (MOU) to signify mutual interest for this initiative is proposed. The draft copy of the MOU is hereto attached for your office's review. In addition, the LCT Project appreciates receiving any LGU's plans and initiatives related to low carbon urban transport amid COVID 19 pandemic.

The LCT Project can meet you or your representative/s virtually at your most convenient time should there be any clarifications. Your office may communicate with us through Mr. Mario U. Tercero, LCT Project Manager at mario.tercero@undp.org.

Sincerely,

MARK RICHMOND M. DE LEON
Assistant Secretary for Road Transport and Infrastructure

[Signature]
Mr. Mario U. Tercero
Project Manager
LCT Project

DOTr COMPOUND, APO COURT PINATUBO ST
CORNER SERGE OSMENA ST
CLARK FREEPORT ZONE, PAMPANGA

TELEFAX: (632)726-7229
TRUNKLINE: 790-8300/790-8400
DOTr ACTION CENTER HOTLINE: 7890

Clo AVA - review MS
L-72bmo

03 JUL 2020

ROUTE/ TRANSMIT TO:

ATTY. JOSEPHINE METIA-ROVERO, CLD

☐ FOR APPROPRIATE ACTION

☐ FOR INFORMATION

☒ OTHERS: FOR REVIEW

[Signature]
CITY GOVERNMENT ASSISTANT DEPT. HEAD

OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

8 July 2020

MA. VICTORIA LYRA P. DELA CERNA RRT, MBA-HA, MPA

City Govt. Asst. Dept Head I

City Mayor's Office

LGU – Ormoc City

OFFICE OF THE CITY MAYOR

RECEIVED

DATE: 09 JUL 2020

TIME: 9:49

SIGNATURE: [Signature]

Re: MOU between the LGU-ORMOC and the DOTr

References:

1. Letter from the LGU-ORMOC dated March 13, 2020
2. Letter from the DOTr dated June 02, 2020
3. Draft Memorandum of Understanding (MOU)

Dear Ms. Dela Cerna:

1. Per ref 1, the City has expressed its intent to be a potential pilot project site for the Promotion of Low Carbon Urban Transport Systems (LCT). The said intent is an upshot of the existence of a transport cooperative who has the capacity to implement/provide support to the low carbon transport of the LGU. Thus, as per ref 2, a Memorandum of Understanding is proposed as a preliminary document to signify the mutual interest of both parties to the project.
2. This Office has reviewed the MOU and finds nothing legally objectionable therein. The same is not contrary to law, morals, public order or public policy much less detrimental to the best interest of LGU-Ormoc City. However, the undersigned would like to point a minor typographic error and suggests that PNOC RC be corrected to reflect the real party in the contract.
3. Subject to the above correction, the undersigned recommends that the MOU be endorsed to the SP for the issuance of a Resolution granting the City Mayor the authority to enter into and sign the said understanding/agreement in behalf of LGU-Ormoc City pursuant Section 22 (c) in relation to Section 455 (b) 1 (vi) of R.A. No. 7160 (Local Government Code).
4. For the consideration of the CMO.

For the City Legal Officer:

Most Respectfully,

ATTY. ANNE VERNADICE A. AREÑA
Attorney III

WITH CONFORMITY:

ATTY. JOSEPHINE A. MEJIA-ROMERO
City Legal Officer

New Ormoc City Hall, Aunubing St., Cogon, Ormoc City
(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com