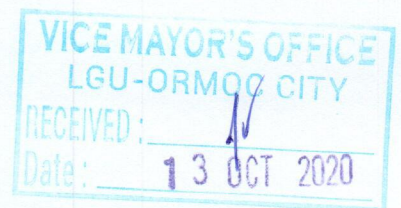
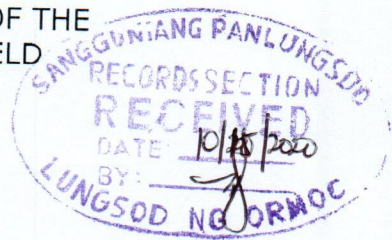


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,  
ORMOC CITY HALL BUILDING  
ON OCTOBER 13, 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

SP Member

SP Member

SP Member, Asst. Majority Floor Leader

SP Member

SP Member

SP Member

SP Member

SP Member

Joan Marbie C. Simbajon,

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

**RESOLUTION NO. 2020-333**

**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 THE  
OFFICE OF THE CIVIL DEFENSE (OCD) AND THE CITY  
GOVERNMENT OF ORMOC, FOR THE DISTRIBUTION  
OF GOODS TO IDENTIFIED  
RECIPIENTS/BENEFICIARIES.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated October 9, 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) with the Office of the Civil Defense and City Government of Ormoc, for the distribution of goods to identified recipients/beneficiaries. 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; recipients

WHEREAS, in an Opinion dated October 7, 2020, the City Legal Office finds nothing legally objectionable in the said MOA 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 B" and made an integral part hereof;

WHEREAS, pursuant to Administrative Order No. 27 dated March 31, 2020, the Office of Civil Defense (OCD) was tasked to consolidate, inventory, deliver, and distribute donated goods, whether received or accepted from foreign governments, private entities, non-government organizations, or any group of individuals intended for COVID-19 response;



WHEREAS, the Office of Civil Defense (OCD) received from the Bureau of Customs (BOC) consisting of foreign fish, herein referred to as "Goods", intended to augment the relief assistance extended to Local Government Units (LGUs) due to COVID-19;

WHEREAS, in light of the functions of the Department of Social Welfare and Development (DSWD) as the lead of the Food and Non-Food Cluster under the Cluster Approach System pursuant to National Disaster Coordinating Council Memorandum No. 5 s. 2007, OCD coordinated with DSWD in the identification of the recipient LGUs;

WHEREAS, based on the recommendation of the DSWD, the City Government of Ormoc is among the identified LGUs with a considerable amount of indigent families and/or poor household who would benefit most from the receipt of the goods;

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

WHEREFORE, on motion of SP Member Benjamin S. Pongos, Jr. Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Peter M. Rodriguez, Lalaine A. Marcos, Tomas R. Serafica, Esteban V. Laurente, Gregorio G. Yrastorza III, Joan Marbie C. Simbajon, Jasper M. Lucero, Roiland H. Villasencio and Nolito M. Quilang; 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 THE OFFICE OF THE CIVIL DEFENSE (OCD) AND THE CITY GOVERNMENT OF ORMOC, FOR THE DISTRIBUTION OF GOODS TO IDENTIFIED RECIPIENTS/BENEFICIARIES;

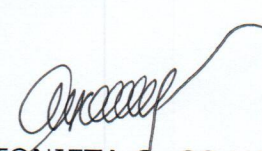
ADOPTED, October 13, 2020.

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; Office of Civil Defense (OCD); 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



## AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ 2020 by and between  
OFFICE OF CIVIL DEFENSE a government entity with office address at 2F  
Uytingkoc Building, Avenida Veteranos St. Tacloban City represented  
herein by its OCD Regional Office VIII Regional Director, **LORD BYRON P.  
TORRECARION**, herein referred to as the "First Party"

-and-

City Government of Ormoc, a government entity with office address at  
Dalingdingan St., Ormoc City represented herein by **HON. RICHARD I.  
GOMEZ**, herein after referred to as the "Second Party".

### WITNESSETH

**WHEREAS**, pursuant to Administrative Order No. 27 dated 31 March 2020, the **First Party** tasked to consolidate, inventory, deliver, and distribute donated goods, whether received or accepted from foreign governments, private entities, non-government organizations, or any group of individuals, intended for COVID-19 response.

**WHEREAS**, the Office of Civil Defense (OCD) received a donation from the Bureau of Customs (BOC) consisting of frozen fish, herein referred to as "**GOODS**", intended to augment the relief assistance extended to affected Local Government Units due to COVID-19.

**WHEREAS**, in light of the function of the Department of Social Welfare and Development (DSWD) as the lead of the Food and Non-Food Cluster under the Cluster Approach System pursuant to National Disaster Coordinating Council Memorandum No. 05 s. 2007, OCD coordinated with DSWD in the identification of the recipient LGUs.

**WHEREAS**, based on the recommendation of the DSWD, the **Second Party** is among the identified LGUs with a considerable number of indigent families and/or poor household who would benefit most from the receipt of the goods;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the **First Party** and **Second Party** hereby agree on the following conditions to wit:

1. That the OCD shall be responsible in transporting the **GOODS** from OCD, Camp General Emilio Aguinaldo Quezon, City to the Port of Manila;
2. That the OCD, together with the DSWD, the Department of Agriculture, and the Philippine National Police, shall be present during the inspection and shall supervise the loading of the **GOODS** from the Port of Manila;
3. The **First Party** shall not be liable for any misdistribution and mishandling of the said **GOODS** to the target recipients/beneficiaries;
4. That the **Second Party** shall acknowledge that the **GOODS** received from the **First Party** is in good condition and in a state of freshness;
5. That the **Second Party** shall be responsible for the withdrawal and return of the container vans from the Port of Manila;
6. That the **Second Party** shall ensure that the **GOODS** are intended and will be distributed for the benefit of their constituents;



7. That the **Second Party** will ensure the presence of the City Social Welfare, City DRRMO, City Police and City DILG in the opening of the container vans;
8. That the **Second Party** shall be responsible in informing their beneficiaries to immediately consume the **GOODS** while in good state of freshness; and
9. The **Second Party** shall provide a written report within 72 hours from receipt of the **GOODS** to the First Party on the distribution made of the **GOODS** to include the following:
- a. Target Barangays
  - b. Number of Beneficiaries (Families)
  - c. Quantity (Boxes) distributed per barangay
  - d. Date and Time of distribution
  - e. Photo Documentation

IN WITNESS WHEREOF, both parties hereto have set their hands in the place and on the date written above.

**DIR. LORD BYRON P. TORRECARION**  
Regional Director, OCDRO-VIII  
First Party

**HON. RICHARD I. GOMEZ**  
Mayor, Ormoc City  
Second Party

WITNESS

\_\_\_\_\_  
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## OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte



07 October 2020

MAYOR RICHARD I. GOMEZ  
Ormoc City

Thru: MA. VICTORIA LYRA P. DELA CERNA  
City Gov't, Asst. Dept. Head I

Dear Ms. Dela Cerna:

This is relative to your letter requesting for review of the draft Memorandum of Agreement to be entered into by LGU Ormoc and the Office of Civil Defense for the distribution of goods to identified recipients/ beneficiaries.

This MOA stipulates the terms and conditions of the parties from delivery of goods until its receipt by target beneficiaries/recipients. The undersigned, after review of the draft MOA, finds that no. 4 of the conditions stated in the MOA would deliberately influence the sound judgment of the second party, herein LGU Ormoc. Acknowledging the goods received to be in good condition and in a state of freshness, even if the same is in the contrary, would put the LGU in a difficult position. Thus, it is recommended that the said condition be reconsidered/revised and instead would read as, "That the Second Party shall acknowledge the receipt of GOODS from the First Party and shall note the goods' state and condition."

Upon revision of the said condition it is then recommended that the MOA be endorsed to the SP for the issuance of the resolution granting the City Mayor the authority to sign the same. It is further recommended that offices mentioned in the said agreement be notified of this MOA.

This comment/opinion is hereby being rendered based on the documents submitted without prejudice to contrary opinion from competent authorities or ruling of proper court.

For your consideration.

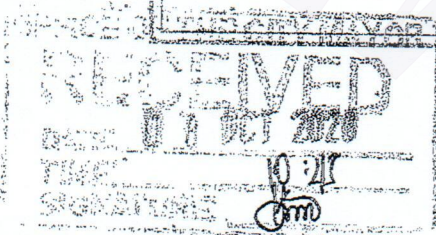
Most Respectfully

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



6. That the Second Party shall ensure that the GOODS are intended and will be distributed for the benefit of their constituents;