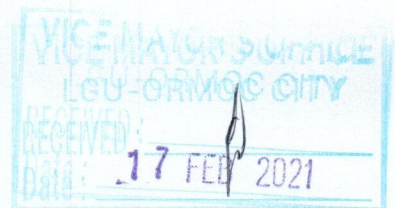


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 FEBRUARY 16, 2021

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
Tomas R. Serafica,	SP Member
Nolito M. Quilang,	SP Member
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. 2021-046

**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) WITH
ENERGY DEVELOPMENT CORPORATION (EDC).**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated February 15, 2021 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 enter into and sign the Memorandum of Understanding (MOU) with Energy Development Corporation (EDC). Further requesting that this matter be treated as EXTREMELY URGENT, a copy of the MOU is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Annotation dated February 15, 2021, 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;

WHEREAS, the LGU issued Executive Order (EO) No. 127-A dated December 26, 2020 providing for guidelines on isolation and quarantine in relation to COVID-19;

WHEREAS, EO No. 127-A prescribes specific facilities for COVID-19 suspect, probable and confirmed COVID-19 cases, for the close contacts of the same, and for returning residents, and the respective periods of isolation for each category;

WHEREAS, the LGU operates and maintains the NHA Housing Project in Brgy. Dolores, and has dedicated the same as quarantine and/or isolation facility for confirmed COVID-19 individuals;

WHEREAS, the parties acknowledge the *bayanihan* spirit and a deep sense of community are especially critical in times of national emergencies, as the COVID-19 pandemic continues to take lives, force lockdowns, paralyze economies and overwhelm health systems around the world;

WHEREAS, the LGU has agreed to allow EDC to use and occupy several units at the NHA Housing Project, for the latter to maintain and make available as a quarantine and/or isolation facility;

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 SP Member Benjamin S. Pongos, Jr. Chairman, Committee on Laws & Ordinances and SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Health & Sanitation, severally seconded by SP Members Tomas R. Serafica, Gregorio G. Yrastorza III, Esteban V. Laurente, Roiland H. Villasencio, Vincent L. Rama, Lalaine A. Marcos, Jasper M. Lucero, Peter M. Rodriguez and Joan Marbie C. Simbajon; 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) WITH ENERGY DEVELOPMENT CORPORATION (EDC);

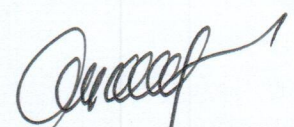
ADOPTED, February 16, 2021.

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. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the Energy Development Corporation (EDC); the City Health Department; 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

Annex "A"

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS MEMORANDUM OF AGREEMENT (the "MOA") is made and executed on this _____ day of _____, 2021 at Ormoc City, Leyte, Philippines, by and between:

ENERGY DEVELOPMENT CORPORATION, a 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 **LIBERATO S. VIRATA**, in his capacity as the Vice President, hereinafter referred to as "EDC";

and

THE LOCAL GOVERNMENT UNIT OF ORMOC CITY, 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**, in his capacity as the City Mayor of Ormoc City, hereinafter referred to as the "LGU";

(EDC and the LGU shall be individually referred to as the "Party" and collectively referred to as the "Parties").

WITNESSETH, that:

WHEREAS, on March 16, 2020, the Office of the President of the Republic of the Philippines issued Proclamation No. 929, series of 2020 declaring, among others, a state of calamity throughout the Philippines due to the COVID-19 Pandemic ("Proclamation No. 929");

WHEREAS, the LGU issued Executive Order (EO) No. 127-A dated December 26, 2020 providing for guidelines on isolation and quarantine in relation to COVID-19;

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by

Not contrary to laws, public policy, moral

Amendments/Revisions

Atty. Josephine A. Milla-Roman
City Legal Office

BY: _____

DATE: _____

WHEREAS, EO No. 127-A prescribes specific facilities for COVID-19 suspect, probable and confirmed COVID-19 cases, for the close contacts of suspect, probable and confirmed COVID-19 cases, and for returning residents (comprising Returning Overseas Filipinos and Locally Stranded Individuals), and the respective periods of isolation for each category;

WHEREAS, the LGU operates and maintains the NHA Housing Project in Barangay Dolores, and has dedicated the same as a quarantine and/ or isolation facility for confirmed COVID-19 individuals;

WHEREAS, the Parties acknowledge that the *bayanihan* spirit and a deep sense of community are especially critical in times of national emergencies, as in the COVID-19 pandemic that continues to take lives, force lockdowns, paralyze economies and overwhelm health systems around the world;

WHEREAS, the LGU has agreed to allow EDC to use and occupy several units at the NHA Housing Project, for the latter to maintain and make available as a quarantine and/or isolation facility;

NOW THEREFORE, for and in consideration of the foregoing premises and the terms and conditions set forth, the Parties herein agree as follows;

A. ISOLATION AND QUARANTINE FACILITY

The Parties agree that twenty eight (28) units at the NHA Housing Project in Barangay Dolores, Ormoc City ("NHA"), shall be dedicated and solely used as isolation and quarantine facility ("Quarantine Facility") for EDC's employees and immediate family members, all of whom test positive for COVID-19 ("Occupants").

The Parties agree that if there are inadequate unit(s) at the NHA for confirmed COVID-19 patients of the LGU, other units at the Quarantine Facility which are not being occupied by Occupants may be utilized by the LGU.

B. RESPONSIBILITIES OF THE LGU

The LGU shall:

- 1. Dedicate twenty eight (28) units at the NHA for EDC to utilize as a Quarantine Facility for Occupants who require quarantine and/or isolation in accordance with applicable laws and national and/or local regulations;
- 2. Designate a focal person who will act on behalf of the LGU on all matters pertinent to this MOA and who will ensure compliance with the provisions hereof as well as relevant applicable laws and national and/or local regulations relating to quarantine and/or isolation;
- 3. Assume the payment of costs for water and electricity consumption on the Quarantine Facility; and
- 4. Provide the necessary maintenance and regular cleaning of the Quarantine Facility.

C. RESPONSIBILITIES OF EDC

EDC shall:

- 1. Use the Quarantine Facility exclusively for its employees and rendering service in the Leyte Geothermal Facilities and their immediate family members, all of whom test positive for COVID-19 and who require quarantine and/or isolation in accordance with applicable laws and national and/or local regulations;
- 2. Furnish the Quarantine Facility with the necessary fixtures for the use by the Occupants during their stay at the Quarantine Facility, such as but not limited to: bed, beddings, bed cushion, tables and chairs, electric fan, WIFI device, thermos and similar items;
- 3. Manage and supervise the Quarantine Facility in accordance with, and implement and enforce, applicable health standards and protocols; and
- 4. Undertake minor improvements on the Quarantine Facility such as ceiling installation, and window screen;

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

☒ Drafted by CLO

☒ Not contrary to laws, public policy, moral.

Amendments/Revisions

Atty. Josephine A. Mejia-Roman
City Legal Officer

BY: DATE: FEB 19 2021

5. Provide for all the meals of the Occupants for the entire duration of their stay;
6. Allow the LGU representatives to manage and supervise the facility and enter the premises to ensure that applicable health standards and protocols are being observed and enforced; and
7. Turn-over the Quarantine Facility to the LGU when the intended use thereof has been realized without need of demand. EDC agrees that any improvements on the Quarantine Facility shall, at the expiration of this MOA, inure to the benefit of the LGU.

D. CONFIDENTIALITY AND DATA PRIVACY

Except for disclosures required under the laws, rules and regulations of the Philippines, or pursuant to valid and enforceable orders of courts or other governmental agencies with jurisdiction over the subject matter of this MOA, any and all of the terms contained herein, or any data or information gathered by the Parties about the other by virtue of the execution and implementation of this MOA shall not be disclosed to any third party without the consent of the other Party. This provision shall survive the termination of this MOA.

Any information or data containing Personal Information or Sensitive Personal Information, as defined under the Republic Act No. 10173 or the Data Privacy Act of 2012 ("Data Privacy Act"), which the Parties may have access to or obtain during the execution and implementation of this MOA, shall be subject to the provisions of the Data Privacy Act, its implementing rules and regulations and the relevant issuances of the National Privacy Commission of the Philippines.

E. DURATION OF THE AGREEMENT

This MOA shall take effect upon signing thereof, and shall remain in full force and effect for one (1) year thereafter, extendible for another year at the option of EDC. This MOA may be terminated (a) at the option of one Party, immediately in the event of any violation or non-performance of the terms of this MOA by the other Party, which violation or non-performance is not remedied within ten (10) days from notice thereof by such Party, or (b) by mutual consent of the Parties.

REVIEWED

F. LIABILITY

The Parties shall indemnify and hold the other, its officers, agents, directors, stockholders, and employees free and harmless from and against any and all claims for damages, liabilities, costs and expenses, including attorney's fees, by third parties, resulting from its own respective breach of the terms and conditions of this MOA.

G. GENERAL PROVISIONS

1. This MOA is the complete and exclusive statement of the agreement between the Parties, and supersedes all understandings or prior agreements, whether oral or written, and all representations or other communications between the Parties in relation to the subject matter contemplated herein. This MOA is executed by the Parties for and in consideration of the terms and conditions stated herein.

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public

policy, moral.

Amendments/Revisions

Atty. Josephine A. Heja-Romero
City Legal Officer

BY: DATE:

2. The Parties agree to exhaust reasonable efforts to mutually resolve in good faith any adverse claim or dispute under or in connection with this MOA with no Party resorting to public disclosure or ventilation of such difference. In case of any unresolved dispute after forty-five (45) days from the initial meeting of the Parties, either Party may institute an action before any court of competent jurisdiction in Pasig City or Ormoc City exclusively.
3. All agreements, conditions and undertakings herein contained, as well as the additional terms and conditions hereto attached and made part hereof by reference, shall extend to and be binding on the representatives, successors and assigns of the respective Parties hereto, as if they were in all cases named.
4. No waiver, amendment or modification of this MOA shall be effective unless in writing and signed by the Party against whom the waiver, amendment or modification is sought to be enforced. In particular but in no case to be deemed a limitation hereof, no conditions or terms agreed to by an employee of the Parties not embodied herein shall be binding, nor will the Parties be liable under any separate or collateral agreement unless the same is in writing and signed by the authorized officers of the Parties.
5. No failure or delay by either Party in exercising any right, power or remedy under this MOA shall operate as a waiver of the right, power or remedy. No waiver of any term, condition or default of this MOA shall be construed as a waiver of any other term, condition or default.
6. Any notice or other communication to be given under this MOA shall be in writing and shall be served by personal delivery or by sending it prepaid post to the addresses of the Parties specified in this MOA, or as notified by either Party to the other from time to time.
7. The Parties agree to do and execute such further acts/agreements and/or prepare/deliver such other documents, schedules, or instruments as may be necessary, proper or desirable to give effect to and fully implement this MOA. All documents and agreements executed in relation to the implementation of the purpose herein stated shall form an integral part of this MOA.
8. If any provision of this MOA is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this MOA, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Ammendments/Revisions

Atty. Josephine A. Mejia-Romero
City Legal Office

BY:

DATE:

FEB 15 2021

9. The validity, construction and performance of this MOA shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

This MOA may be executed in any number of counterparts but all such counterparts together shall constitute one and the same instrument provided that neither Party shall be bound to this Agreement until both Parties have executed a counterpart.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed on the date and at places first above written.

**ENERGY
CORPORATION**
BY:

**DEVELOPMENT LOCAL GOVERNMENT UNIT OF
ORMOC CITY**
BY:

LIBERATO S. VIRATA
VICE PRESIDENT

RICHARD I. GOMEZ
SP Resolution No. _____ dated _____

SIGNED IN THE PRESENCE OF:

Estanislao M. Pialago
Leyte Area Head

EDMUND B. KIERULFF, MD
Ormoc City Health Officer

ACKNOWLEDGEMENT

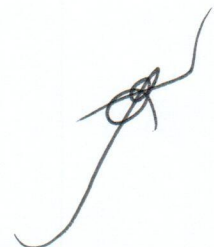
REPUBLIC OF THE PHILIPPINES)
CITY OF ORMOC) S.S.

BEFORE ME, a Notary Public for and in the City of Ormoc, Philippines, personally appeared Richard I. Gomez, with competent evidence of identity: _____, known to me and to me known to be the same person who executed the foregoing and who acknowledged to me that the same is his free and voluntary act and deed.

This instrument, consisting of four (4) pages, including this page whereon this acknowledgement is written, has been signed by the parties together with their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of _____, 2021 in the City of Ormoc, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021.



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

BEFORE ME, a Notary Public for and in _____, Philippines,
personally appeared Liberato Virata, with competent evidence of identity:
_____, known to me and to me known to be the
same person who executed the foregoing and who acknowledged to me that the
same is his free and voluntary act and deed.

This instrument, consisting of four (4) pages, including this page whereon this
acknowledgement is written, has been signed by the parties together with their
instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of
_____, 2021 in _____ Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021.

