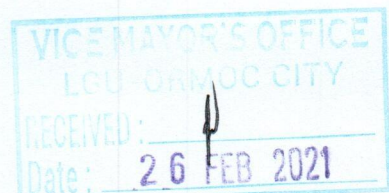


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 23, 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. 2021-049

**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) ENTERED INTO BY AND
BETWEEN THE CITY GOVERNMENT OF ORMOC AND
THE PHILIPPINE RED CROSS ORMOC CHAPTER, FOR
THE USE, MANAGEMENT, AND OPERATION OF THE
APHERESIS MACHINE.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated February 22, 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 sign the Memorandum of Agreement (MOA) entered into by and between the City Government of Ormoc and the Philippine Red Cross Ormoc Chapter, for the use, management, and operation of the Apheresis Machine. Requesting further 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, in an Annotation dated February 22, 2021, 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;

WHEREAS, the Philippine Red Cross (PRC) is an independent and autonomous non-government organization tasked to help the Philippine government in the humanitarian field and to adhere to the obligations of the Philippines to the Geneva Conventions and International Red Cross and Red Crescent Movements;

WHEREAS, there has been an alarming increase in the number of medical and surgical cases in Ormoc City requiring blood transfusion, and has massively increased further due to the Dengue Outbreak in Region VIII;

WHEREAS, despite being a regional blood center, the supply of blood and blood components at the PRC-ORMOC cannot serve all the needs of its patients;

WHEREAS, the increasing need for transfusion of safe blood and blood components require maximizing the limited supply of blood;

WHEREAS, the most efficient and safe way to extract qualitative and quantitative volume of platelet is through apheresis, an automated blood collection procedure which allows multiple units of blood components to be collected from a single donor;

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 joint motion of SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Health and Sanitation and SP Member Benjamin S. Pongos, Jr. Chairperson, Committee on Laws and Ordinances, severally seconded by SP Members Roiland H. Villasencio, Lalaine A. Marcos, Joan Marbie C. Simbajon, Tomas R. Serafica, Gregorio G. Yrastorza, III and Peter M. Rodriguez; 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) ENTERED INTO BY AND BETWEEN THE CITY GOVERNMENT OF ORMOC AND THE PHILIPPINE RED CROSS ORMOC CHAPTER, FOR THE USE, MANAGEMENT, AND OPERATION OF THE APHERESIS MACHINE;

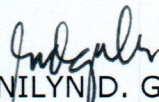
ADOPTED, February 23, 2021.

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; Philippine Red Cross Ormoc Chapter; 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.


NONILYN D. GALANO
OIC - SP Secretary
(Supervising Administrative Officer)

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer

MEMORANDUM OF AGREEMENT

This CONTRACT ("Agreement"), made and entered on _____, by and between:

PHILIPPINE RED CROSS ORMOC CITY CHAPTER, an independent, autonomous, non-governmental organization duly existing by virtue of the laws of the Republic of the Philippines, with its National Headquarters located at No. 37 EDSA corner, Boni Avenue, Mandaluyong City, and its Ormoc City Chapter located at San Pablo St., Ormoc City, Leyte and represented in this act by its OIC-Secretary General, **ELIZABETH S. ZAVALLA**, hereafter referred to as "**PRC-ORMOC**"; and

THE CITY GOVERNMENT OF ORMOC, 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-ORMOC**";

WITNESSETH, THAT:

WHEREAS, the Philippine Red Cross (PRC) is an independent and autonomous non-government organization tasked to help the Philippine government in the humanitarian field and to adhere to the obligations of the Philippines to the Geneva Conventions and International Red Cross and Red Crescent Movements;

WHEREAS, the Philippine Red Cross Ormoc City Chapter (PRC-ORMOC for brevity) is a chapter of the PRC that provides public-spirited services to Ormoc city including health, safety, welfare, blood and disaster management services;

WHEREAS, by way of addressing the outbreak of dengue cases in Ormoc City, the 15th Sangguniang Panlungsod of Ormoc on August 9, 2019 passed Resolution No. 2019-020 declaring a State of Calamity in the City of Ormoc;

WHEREAS, there has been an alarming increase in the number of medical and surgical cases in Ormoc City requiring blood transfusion, and has massively increased further due to the Dengue Outbreak in Region VIII;

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by

Not contrary

policy, moral.

Amendments

Atty. Josephine A. Mojica-Romero
City Legal Officer

DATE:

FEB 22 2021

WHEREAS, despite being a regional blood center, the supply of blood and blood components at the PRC-ORMOC cannot serve all the needs of its patients;

WHEREAS, the increasing need for transfusion of safe blood and blood components require maximizing the limited supply of blood;

WHEREAS, the most efficient and safe way to extract qualitative and quantitative volume of platelet is through apheresis, an automated blood collection procedure which allows multiple units of blood components to be collected from a single donor;

WHEREAS, the LGU ORMOC is the owner of the Apheresis Machine bearing serial number _____;

WHEREAS, PRC-ORMOC has offered to use, manage and operate the apheresis machine owned by LGU-ORMOC, and to install the same at the PRC Ormoc City Chapter Office at San Pablo St., Ormoc city, which offer is accepted by the LGU ORMOC subject to the condition that the use thereof shall redound to the benefit of public;

NOW, THEREFORE, in consideration of the foregoing premises and subject to the terms, conditions, covenants and agreements hereinafter set forth, the Parties covenant and agree as follows:

I. LENT PROPERTY.

A. **Lent Equipment.** The LGU-ORMOC hereby lends unto PRC-ORMOC, and PRC-ORMOC hereby accepts from LGU-ORMOC, the apheresis machine and all the other equipment and accessories listed and described in Schedule A (hereinafter collectively referred to as "Equipment"), and made an integral part of this agreement.

B. **Definition and Description.** For purposes of this Contract, the following terms shall mean:

i. Apheresis Machine. —

ii. Apheresis. — a procedure to collect selected blood components with the use of an apheresis machine.

iii. Equipment - includes all original and replacement items, parts, accessories and additions. PRC Ormoc hereby authorizes LGU ORMOC to complete the description of the Equipment upon installation thereof by indicating in Schedule A their serial numbers and other details specifically identifying the same.

iv. CHD — the Ormoc City Health Department.

C. **Delivery and Acceptance.** The Equipment shall be delivered within a reasonable period after the execution of this agreement. Unless otherwise rejected by PRC-ORMOC within fifteen (15) days from installation and commissioning of the Equipment, PRC-ORMOC shall be deemed to have inspected and accepted the Equipment on the date of installation and commissioning. Acceptance by PRC-ORM of the Equipment shall be acknowledgment that the:

(a) Equipment is in good order and working condition; and

(b) PRC-ORMOC is satisfied that the same is suitable for the purposes defined in this agreement.

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public
policy, moral.

II. OTHER EQUIPMENT.

A. Any equipment not listed in Schedule A but required by the Department of Health for the lawful operation of apheresis machine shall be provided for by the PRC-ORMOC for its account.

Amendments/Revisions

Atty. Josephine A. Ildefonso-Romero
City Legal Officer

DATE: FEB 22 2021

III. TERM OF CONTRACT

- A. **Effectivity Date.** This Contract shall take effect on _____ and shall end FIVE (5) years thereafter, or on _____.
- B. **Commencement of Operation.** The PRC Ormoc shall commence operations not later than thirty (30) days from the completion of the commissioning of the Equipment or when fully operational. If PRC-Ormoc is unable to commence operations within the said period, the LGU-ORMOC may exercise any of the following options:
1. Review this agreement and introduce changes, revisions and/or modifications thereto;
 2. Replace, retrieve and/or relocate the Equipment delivered to the PRC Ormoc;
 3. Extend the term or period of this agreement; or
 4. Terminate this agreement.
- C. **Renewal or Extension.** This agreement may be renewed or extended upon agreement of parties. If either party wishes to renew or extend this agreement, then it shall serve notice on the other party of their intent to renew or extend not later than six (6) months, prior to the date of expiry of this agreement.

IV. FEE PER APHERESIS PROCEDURE

- A. **Fee per Apheresis Procedure.** PRC-ORMOC shall utilize the equipment without any fee to be paid to LGU-ORMOC for the use of the Equipment. The PRC-ORMOC shall not impose fees for the use of the machine. Any fees that PRC- ORMOC will collect for every apheresis procedure shall be solely for (a) donor screening; and (b) apheresis kits, and shall be in accordance with existing guidelines pertinent to it. No portion of the amount collected for apheresis procedures will be devoted to any commercial purpose or for any other purpose inconsistent with the nature of the PRC as a donor- funded, non- stock, non- profit organization.

V. OBLIGATION OF THE PARTIES.

- A. **Obligations of LGU-ORMOC.** – In addition to its other obligations mentioned elsewhere in this Contract, LGU-ORMOC shall:

- (1) Provide the Equipment listed in Schedule A hereof, at no cost to the PRC-ORMOC;
- (2) Provide annual assistance to the PRC- ORMOC equivalent to apheresis kits for not less than one hundred (100) patients or its monetary equivalent or other like and appropriate support,

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

V.

Separate Opinion

Drafted by CLO

Not contrary to laws, public
policy, moral.

Amendments/Revisions

BY: Josephine A. Melja-Romero
City Legal Officer

DATE: FEB 22 2021

provided that utmost priority will be given to LGU-ORMOC endorsed blood donors in the use of said assistance;

(3) Provide the guidelines for the availment of the free apheresis procedure services of the LGU-ORMOC endorsed blood donors;

(4) Assume the costs of the pre-screening testing and other consumables for LGU-ORMOC endorsed blood donors who qualify for such assistance in accordance with applicable guidelines;

(5) Conduct unannounced or announced monitoring visits the PRC-ORMOC to check on the condition of the machine;

(6) Coordinate with PRC-ORMOC through its duly authorized representative.

B. **Obligations of PRC-ORMOC** – In addition to its other obligations mentioned elsewhere in this Contract, PRC-ORMOC shall:

(1) Provide the minimum space required by the Department of Health for the conduct of the apheresis procedure flow process;

(2) Ensure that the laboratory shall use only FDA apheresis kits, reagents and devices;

(3) Provide qualified and proficient personnel, as required by the Department of Health, which shall include but not limited to the following:

a. One (1) Registered Medical Technologist per apheresis procedure shift, trained and verified by competent authorities in the operation and conduct of apheresis procedures;

b. One (1) Medical Doctor per apheresis procedure, trained and knowledgeable in the operation and conduct of apheresis procedures;

(4) Ensure that the apheresis procedure trained personnel undergo periodic trainings to update and enhance their knowledge and skills in the apheresis operations;

(5) Ensure that the Equipment is in proper working condition at all times and shall assume the costs and expenses for its maintenance;

(6) Provide the required utilities in the operation of the apheresis machine, such as but not limited to electricity, back-up power generator, water, air-conditioning, waste disposal, janitorial services;

(7) Subject to the condition that the screening tests and apheresis kit are directly or indirectly provided by the LGU-ORMOC, provide free apheresis to individuals and patients guaranteed by

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

BY: City Legal Officer

DATE:

FEB 22 2021

the LGU- ORMOC, otherwise applicable fees shall be charged accordingly, provided further that patients endorsed by the LGU-ORMOC who do not qualify for assistance shall be accommodated for apheresis procedure, at rates lower than that assessed all other individuals;

- (8) Ensure submission reports as may be required by LGU-ORMOC on the operation of the equipment;
- (9) Ensure compliance with government applicable rules and regulations in the operation and maintenance of the apheresis laboratory, including but not limited to the DOH, Building Code, BFAD.

VI. OWNERSHIP OF THE EQUIPMENT

- A. **Title to the Equipment.** No title or ownership over the Equipment shall pass to PRC-ORMOC by virtue of this agreement. PRC-ORMOC hereby acknowledges that it has no rights or interests whatsoever in the Equipment other than those provided under this Contract.
- B. **Personal Property.** The Equipment is, and shall at all times to be and remain, personal property, notwithstanding that the Equipment or any component part thereof may now be, or hereafter become, in any manner affixed or attached to or embedded in, or permanently be resting upon, any real property.

VII. INSTALLATION, USE AND MAINTENANCE OF THE EQUIPMENT

- A. **Purpose of Agreement.** For the duration of this Contract, PRC-ORMOC shall have possession of, and the right to use, maintain and operate, the Equipment in accordance with the terms and conditions of this Contract and in conformity with all relevant laws, ordinances and regulations. In the event that PRC-ORMOC uses the Equipment, or allows the same to be used for purposes not allowed in this Contract, PRC-ORMOC shall reimburse LGU-ORMOC for any and all damages, liabilities, losses or expenses which LGU-ORMOC sustain, by reason of such unlawful or improper use.
- B. **Installation of the Equipment.** PRC-ORMOC shall use the Equipment only at and within the PRC-ORMOC Chapter premises located at San Pablo St., Ormoc City. PRC-ORMOC shall not remove the Equipment, nor cause the same to be removed, from such premises without the prior written consent of LGU-ORMOC.
- C. **Use of the Equipment.** PRC-ORMOC warrants that the Equipment shall be used in accordance with all the operation and maintenance, specifications and instructions laid down by the manufacturer. PRC-ORMOC shall permit only trained and qualified personnel to operate and, as and when necessary, to perform maintenance or repair of the Equipment.

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

Atty. Josephine A. Mejia-Romero

BY: City Legal Officer DATE: FEB 22 2017

D. **Maintenance of the Equipment.** For the duration of this Contract, expenses for spare parts and labor for the repair and maintenance of the Equipment shall be for the account of the PRC- ORMOC. In the event that the Equipment becomes unserviceable, the same should be returned to LGU-ORMOC.

E. **Inspection by the CHD.** LGU-ORMOC or any of its duly authorized representative shall, at any and all times during reasonable hours, have the right to enter the premises where the Equipment is located and inspect and examine its state of repair and manner of use in the presence of PRC-ORMOC authorized representative. LGU-ORMOC shall incur no obligation in conducting such inspection or examination nor shall it be held liable for not conducting the same.

F. **Authority to Enter Premises.** In the event that PRC-ORMOC fails to correct any violation of this agreement within sixty (60) days from receipt of notice of violation, PRC-ORMOC hereby authorizes LGU-ORMOC or any of the duly authorized representatives of the latter to enter the premises where the Equipment may be located and to remove the same therefrom in the presence of PRC-ORMOC authorized representative. PRC-ORMOC hereby holds LGU-ORMOC and its duly authorized representatives free and harmless from any claim or liability of whatever nature, whether criminal, civil or administrative, for effecting such entry and removal, upon the above stated cause. This Contract shall be deemed terminated upon such removal of the Equipment.

VIII. WARRANTIES AND INDEMNITIES

A. **Licenses.** PRC-ORMOC warrants and represents that it has and will continue to have during the terms of this Contract the necessary licenses, qualifications, financial resources, and experienced and competent personnel to manage and operate the EQUIPMENT in accordance to existing to existing guidelines.

B. **Authority.** PRC-ORMOC warrants and represents that it has full powers and authority to execute and deliver this Contract and to carry out the transactions contemplated by this Contract.

C. **Indemnity.** PRC-ORMOC shall indemnify, protect and hold harmless LGU-ORMOC, its officers, employees, representatives, successors, and assigns against any and all losses, damages, injuries, claims, demands, and expenses, including legal costs, of whatsoever nature, resulting from or in connection with the possession or operation of the Equipment, except when resulting from manufacturing defect. Should any party file any action or initiate any proceeding against LGU-ORMOC for such losses, damages, injuries, claims, demands, and expenses, PRC-ORMOC shall assist LGU-ORMOC in defending itself. All costs, including attorney's fees, in connection with or relating to any such action or proceeding shall be for the sole account of PRC-ORMOC.

D. **Survival of Indemnities.** – The indemnities and assumptions of liabilities and obligations herein provided shall continue in full force

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Ammendments/Revisions

Atty. Josephine A. Mejia-Ramos
City Legal Officer

DATE:

FEB 22 2020

and effect notwithstanding the expiration or termination of this Contract.

IX. TERMINATION OF CONTRACT.

- A. **Termination by the PARTIES.** Either party may terminate this Contract unilaterally upon ninety (90) days advance written notice to the other.
- B. **Termination by LGU-ORMOC.** Upon the occurrence of any default, or upon just and valid cause, LGU-ORMOC may, at its option, declare this Contract terminated upon thirty (30) days written notice to PRC-ORMOC.
- C. **Effect of Termination.** Upon termination of this Contract, PRC-ORMOC shall cease from using the Equipment for its purposes and the same to be removed by LGU-ORMOC within a reasonable period from notice of intent to remove. In the event that PRC-ORMOC fails to allow LGU-ORMOC to remove the Equipment, PRC-ORMOC shall be liable to pay LGU-ORMOC damages equivalent to the average monthly LFPAP until the Equipment is actually returned to LGU-ORMOC.
- D. **Right of first refusal.** PRC-ORMOC shall have the right of first refusal in case LGU-ORMOC decides to sell the Equipment.

XII. MISCELLANEOUS PROVISIONS

- A. **Non-Agency.** PRC-ORMOC is an independent and separate legal entity from LGU-ORMOC and not an agent, partner or employee of or joint venturer with LGU-ORMOC. Hence, PRC-ORMOC and its officers and employees are in no way the agents or legal representatives of LGU-ORMOC for any purposes whatsoever, and have no right or authority to create or assume, in writing or otherwise, any obligation of any kind in the name or on behalf of LGU-ORMOC. All relationships entered into by power to bind LGU-ORMOC in any manner unless a specific authorization in writing is provided by LGU-ORMOC for the purpose.
- B. **Assignment.**
1. PRC-ORMOC may not assign any Equipment without the prior written consent of LGU-ORMOC.
 2. LGU-ORMOC may transfer or assign its rights and obligations under this agreement to any other entity, without prior notice to PRC-ORMOC, and in accordance with applicable rules.
- C. **Insurance.** Upon the signing of the CONTRACT OF LEASE, LGU-ORMOC shall provide for the Comprehensive Insurance of the leased equipment thru the Government Service Insurance System (GSIS) with the LGU-ORMOC as the designated beneficiary thereof

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public
policy, moral.

Amendments/Revisions

Atty. Josephine A. Mejia-Romero
City Legal Officer

DATE: FEB 22 2021

in an amount to be determined by the GSIS and LGU-ORMOC which Comprehensive Insurance must be maintained and remain valid and effective during the entire period of the lease. The Comprehensive Insurance must provide for full and comprehensive insurance protection of the leased properties from any and all damages, whether natural or man-made, including coverage against damages caused by Force Majeure and/or Acts of God.

The PRC-ORMOC may, at its sole cost and expense, obtain and maintain its own insurance covering its insurable interests on the premises where the apheresis machine is installed.

- D. **Force Majeure.** – No party shall be responsible for any defaults, failures to assist or delays in delivery which are due to causes beyond its control including, but without limitation, to acts or orders of the government, fires, floods, strikes, epidemics, unduly severe weather or incidents of war.
- E. **Entire Agreement.** – This Contract constitutes the entire agreement between PRC-ORMOC and LGU-ORMOC with respect to the subject matter hereof, superseding all prior negotiations, discussions and agreements. This Contract shall not be modified or amended except in writing, signed by both parties.
- F. **Non-Waiver.** – The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce each and every provision.
- G. **Applicable Laws and Venue of Dispute.** – This Contract shall be construed and enforced in accordance with the laws of the Philippines and both parties hereby agree to submit solely to the jurisdiction of the proper courts of Ormoc City, to the exclusion of all other courts.
- H. **Notices.** – Any notice, request, demand or other communications required or permitted to be given hereunder shall be in writing and shall be: (i) delivered by hand; (ii) sent by postage prepaid; (iii) transmitted by facsimile to the business addresses first written above. Either party shall notify the other party in writing of any change in its address.

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

DATE: FEB 22 2021

- I. **Amendments.** – Any and all amendments, revisions, or supplements to this MEMORANDUM OF AGREEMENT shall only be effective if the same shall be executed in writing and signed and attested to by the Parties.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have signed this instrument on the date and at the place indicated below their respective names.

**CITY GOVERNMENT OF ORMOC
PROPRIETOR**

**PHILIPPINE RED CROSS
ORMOC CITY CHAPTER
USER**

By:

By:

RICHARD I. GOMEZ, D.P.A.
City Mayor, Ormoc City

ELIZABETH S. ZAVALLA
OIC-Secretary General, PRC NHQ

SIGNED IN THE PRESENCE OF:

EDMUND B. KIERULF, MD, MPH
City Health Officer II

VINCENT L. EMNAS
City Administrator

ARI G. LARRAZABAL
Chairperson, PRC Ormoc BOD

JESSICA ABIT
OIC Administrator, PRC Ormoc
Chapter

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of Ormoc, Philippines, on this day of _____, 2021 personally appeared RICHARD I. GOMEZ with competent evidence of identity: Office ID No. ENR-913, known to me to be the same person who executed the foregoing agreement and who acknowledged to me that the same is his free and voluntary act and deed. This instrument is a MEMORANDUM OF AGREEMENT consisting of nine (9) pages including the page on which this Acknowledgement is written signed at the bottom thereof by the representative of the party and his instrumental witnesses.

WITNESS MY HAND AND SEAL on the date and place first mentioned.

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Doc. No. _____

Page No. _____

Separate Opinion

Book No. _____

Series of 2021. _____

Drafted by CLO

W PRC

Not contrary to laws, public
policy, moral.

Amendments/Revisions

Atty. Josephine A. Mita-Roman
City Legal Officer

BY:

DATE:

FEB 22 2021

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of Mandaluyong, Philippines, on this day of _____, 2021 personally appeared; ELIZABETH S. ZAVALLA with competent evidence of identity: _____, known to me to be the same person who executed the foregoing agreement and who acknowledged to me that the same is his free and voluntary act and deed. This instrument is a MEMORANDUM OF AGREEMENT consisting of nine (9) pages including the page on which this Acknowledgement is written signed at the bottom thereof by the representative of the party and her instrumental witnesses.

WITNESS MY HAND AND SEAL on the date and place first mentioned.

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

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO *NI Pee*

Not contrary to laws, public
policy, moral.

Amendments/Revisions

Atty. Josephine A. Maitis-Roman
BY: _____ City Legal Officer DATE: FEB 22 2021