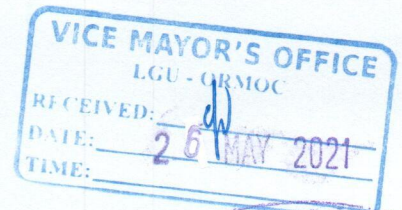


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



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 MAY 25, 2021



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, 1<sup>st</sup> Asst. Majority Floor Leader  
SP Member, Presiding Officer "Pro-Tempore"  
SP Member, 2<sup>nd</sup> Asst. Majority Floor Leader  
SP Member  
SP Member  
SP Member  
SP Member  
SP Member  
SP Member  
SP Member  
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. 2021-136**

**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  
DEPARTMENT OF SCIENCE AND TECHNOLOGY-  
REGION VIII, BARANGAY TONGONAN LOCAL  
GOVERNMENT, TONGONAN FARMERS ASSOCIATION,  
AND ENERGY DEVELOPMENT CORPORATION, FOR THE  
IMPLEMENTATION OF THE COMMUNITY-BASED TGP  
COFFEE AND CACAO PRODUCTION PROJECT IN BRGY.  
TONGONAN, ORMOC CITY.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated May 14, 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) with Department of Science and Technology-Region VIII, Barangay Tongonan Local Government, Tongonan Farmers Association, and Energy Development Corporation, for the implementation of the community-based TGP coffee and cacao production project in Brgy. Tongonan, Ormoc City, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Opinion dated May 10, 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 interests of Ormoc City;

WHEREAS, the Ormoc City Livelihood Council issued Resolution No. 003, Series of 2021 dated March 24, 2021 endorsing the MOA to the City Mayor for approval and the further endorsement to the Sangguniang Panlungsod for the authority to sign, a copy of the Resolution is hereto attached as "ANNEX B" and made an integral part hereof;



WHEREAS, Executive Order No. 128, series of 1987, mandated the DOST to provide central direction, leadership, and coordination of scientific and technological efforts and ensure that the results therefrom are geared and utilized in areas of maximum economic and social benefits for the people;

WHEREAS, Republic Act No. 7160 or the Local Government Code of 1991 mandated local government units to provide social welfare services, including livelihood projects, and provided authority to enter into partnerships and cooperative arrangements to engage in the delivery of certain basic services, capability-building and livelihood projects, and to develop local enterprises designed to improve productivity and income, diversify agriculture, and enhance the economic and social well-being of the people;

WHEREAS, EDC, through its corporate social responsibility program, aims to support community organizations within its host communities to establish social enterprises that will sustainably generate income for participating households, towards its long-term goal of fostering self-reliant and resilient communities;

WHEREAS, EDC previously engaged TOFA to establish a four-hectare coffee plantation in Ormoc City as part of the Company's forest restoration efforts under the BINHI Program;

WHEREAS, EDC and TOFA envision to expand the existing plantation and develop a community-based social enterprise that would help meet the high demand of coffee and cacao products in Leyte and other provinces;

WHEREAS, the TGP Coffee and Cacao Production Project (Technology Center for Coffee Processing) in Brgy. Tongonan, Ormoc City aims to provide appropriate support systems and facilities and to develop a coffee and cacao enterprise to be operated and managed by TOFA;

WHEREAS, the target areas for the coffee and cacao plantations are within the Tongonan Geothermal Reservation by virtue of Presidential Proclamation No. 1412, series of 1975;

WHEREAS, the DOST-Region VIII, Ormoc City LGU, the BLGU of Tongonan, and EDC agree to support the implementation of the Project by providing technical, financial, and material assistance to TOFA;

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 for the purpose of improving the socio-economic welfare of the residents through a sustainable livelihood project, thereby, serving 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 Tomas R. Serafica, Chairman, Committee on Agriculture, Fisheries, and Agrarian Reform and SP Member Benjamin S. Pongos, Jr. Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Roiland H. Villasencio, 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 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 AGREEMENT (MOA) WITH THE DEPARTMENT OF SCIENCE AND TECHNOLOGY-REGION VIII, BARANGAY TONGONAN LOCAL GOVERNMENT, TONGONAN FARMERS ASSOCIATION, AND ENERGY DEVELOPMENT CORPORATION, FOR THE IMPLEMENTATION OF THE COMMUNITY-BASED TGP COFFEE AND CACAO PRODUCTION PROJECT IN BRGY. TONGONAN, ORMOC CITY;

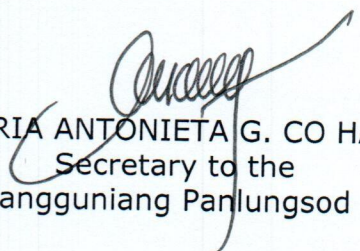
ADOPTED, May 25, 2021.

RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Agreement (MOA) be submitted to this Sanggunian for its information and files;

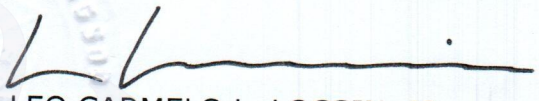
RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the Energy Development Corporation (EDC); the City Agriculture Office; the Sangguniang Barangay of Tongonan; the DOST Region VIII; TOFA; 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 above 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

### IMPLEMENTATION OF THE COMMUNITY-BASED TGP COFFEE AND CACAO PRODUCTION PROJECT IN BRGY. TONGONAN, ORMOC CITY

#### KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** (hereinafter, the "Agreement") is entered into this \_\_\_\_\_ ("Effective Date") by and among:

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY – REGION VIII**, a government entity with office address at the Government Center, Candahug, Palo, Leyte, Philippines, herein represented by its Regional Director, **Engr. Ernesto M. Granada**, and hereinafter referred to as "**DOST VIII**";

The **CITY GOVERNMENT OF ORMOC**, a local government unit duly organized and existing under the laws of the Republic of the Philippines with principal office address at New Ormoc City Hall, Aunubing St., Ormoc City, Leyte, Philippines herein represented by its Mayor, **Hon. Richard L. Gomez**, and herein referred to as "**Ormoc City LGU**";

The **BARANGAY TONGONAN LOCAL GOVERNMENT**, a local barangay government unit duly organized and existing under the laws of the Republic of the Philippines with principal office address at Brgy. Tongonan, Ormoc City, Leyte, Philippines herein represented by its Punong Barangay, **Hon. Wilma P. Taneo**, and herein referred to as "**BLGU TONGONAN**";

The **TONGONAN FARMERS ASSOCIATION (TOFA)**, a people's organization duly organized and registered under the laws of the Philippines with office address at Barangay Tongonan, Ormoc City, Leyte, Philippines herein represented by its President, **Ms. Thina L. Parco**, and herein referred to as "**TOFA**";

and

The **ENERGY DEVELOPMENT CORPORATION (EDC)**, a private corporation duly organized and existing under the laws of the Philippines, with SEC Registration No. 0000066381, and with principal office address at One Corporate Center, Julia Vargas corner Meralco Avenue, Ortigas Center, Pasig City, herein represented by its **Head of Corporate Support Functions, Ms. Regina Victoria Pascual**, and hereinafter referred to as "**EDC**".

Each are herein referred to as a "**Party**" and collectively, as the "**Parties**".

#### WITNESSETH:

**WHEREAS**, Executive Order No. 128, series of 1987, mandated the DOST to provide central direction, leadership and coordination of scientific and technological efforts and ensure that the results therefrom are geared and utilized in areas of maximum economic and social benefits for the people;



**WHEREAS**, Republic Act No. 7160 or the Local Government Code of 1991 mandated local government units to provide social welfare services, including livelihood projects, and provided authority to enter into partnerships and cooperative arrangements to engage in the delivery of certain basic services, capability-building and livelihood projects, and to develop local enterprises designed to improve productivity and income, diversify agriculture, and enhance the economic and social well-being of the people;

**WHEREAS**, EDC, through its corporate social responsibility program, aims to support community organizations within its host communities to establish social enterprises that will sustainably generate income for participating households, towards its long-term goal of fostering self-reliant and resilient communities;

**WHEREAS**, EDC previously engaged TOFA to establish a four-hectare coffee plantation in Ormoc City as part of the Company's forest restoration efforts under the BINHI Program;

**WHEREAS**, EDC and TOFA envision to expand the existing plantation and develop a community-based social enterprise that would help meet the high demand of coffee and cacao products in market in Leyte and other provinces;

**WHEREAS**, the TGP Coffee and Cacao Production Project (Technology Center for Coffee Processing in Brgy. Tongonan, Ormoc City) in Brgy. Tongonan, Ormoc City aims to provide appropriate support systems and facilities and to develop a coffee and cacao enterprise to be operated and managed by TOFA;

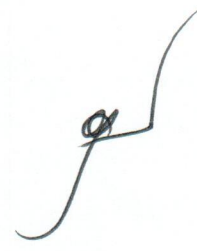
**WHEREAS**, the target areas for the coffee and cacao plantations are within the Tongonan Geothermal Reservation by virtue of Presidential Proclamation No. 1412, series of 1975;

**WHEREAS**, the DOST-Region VIII, Ormoc City LGU, the BLGU TONGONAN of Tongonan Ormoc, and EDC agree to support the implementation of Project by providing technical, financial, and material assistance to TOFA.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants set forth, the Parties hereby agree to the following:

#### **Article 1** **General Responsibilities**

The **Parties** agree to perform, fulfill, abide by and submit to any and all of the provisions, documents and requirements and all matters related, contained, expressed, or reasonable inferred from this Agreement necessary to carry out the intent and purposes of this Agreement.





## **Article 2**

### **Mutual Roles and Responsibilities**

The Parties agree:

- 2.1. To undertake long-term cooperation and collaboration to implement a community-based coffee and cacao project in Brgy. Tongonan, Ormoc City by providing support in terms of technical assistance, manpower, materials, equipment, and financial resources, among others;
- 2.2. To allot and/or generate funds for the various activities in promoting and sustaining the Project such as, but not limited to capacity building, processing equipment and facility, and technical support;
- 2.3. To establish a Technical Working Group (TWG) with duly assigned permanent and alternate representatives, who will attend and participate in all coordination meetings and/or meetings or workshops, as necessary; and
- 2.4. To ensure the safety and security of all its participants and representatives throughout the implementation of this Agreement.
- 2.5. Nothing in this Agreement shall or is intended to create/constitute, or shall be construed as constituting or evidencing any employer-employee, agency, legally-constituted partnership, or joint venture relationship among the Parties, and/or their respective officers, employees, agent or representations, for any purpose. No Party shall hold itself out contrary to the terms of this Agreement, and each Party and/or its employees may not bind any other Party to any obligation or contract.

## **Article 3**

### **Specific Roles and Responsibilities**

**3.1. The TOFA shall:**

- 3.1.1. Serve as main proponent and implementer of the Project;
- 3.1.2. Participate in all training and capacity-building activities, workshop, and other activities organized and supported by the DOST VIII, Ormoc City LGU, Brgy. LGU of Tongonan, EDC, and other participants to the Project;
- 3.1.3. Provide material and non-material counterpart resources for the Project, including but not limited to, plantation maintenance and operations of the Project;
- 3.1.4. Actively participate in all public consultations, workshops, coordination meetings, and other activities as part of the Project implementation; and
- 3.1.5. Develop quarterly reports on the progress of the activities and results of the project, and share these to all project partners.

**3.2. The DOST VIII shall:**

- 3.2.1. Provide financial assistance for the procurement of equipment needed for the Project, consisting of, but not limited to: coffee grinder/s, bulk bean roaster/s, and industrial coffee dehuller machine/s, through the DOST8 Grants-In-Aid (GIA)-funded project entitled: "Technology Center for Coffee Processing in Brgy. Tongonan, Ormoc City", subject to government financial and accounting procedures, provided that the ownership of the equipment purchased through financial assistance provided by DOST VIII shall be and remain with DOST VIII until transferred to BLGU TONGONAN upon request and approval of DOST VIII. The DOST VIII will transfer ownership of such equipment through Property



Transfer Report (PTR) or execution of Deed/s of Donation, subject to compliance with government accounting and auditing laws, rules and regulations.

- 3.2.2. Provide technical assistance on the development of good manufacturing practice (GMP)-compliant plant layout that will be followed by TOFA for the rehabilitation of its existing facility located in Brgy. Tongonan, Ormoc City;
- 3.2.3. Support trainings on equipment operation and coffee processing technology, food safety, and good manufacturing practices;
- 3.2.4. Provide technical assistance on the management of coffee and cacao plantations through the DOST Consultancy for Agricultural Productivity Enhancement (CAPE);
- 3.2.5. Authorize the Provincial Science & Technology Center for Leyte ("PSTC - Leyte") to act on its behalf, provided that DOST VIII shall be responsible for all acts committed by PSTC - Leyte; and
- 3.2.6. Remain primarily responsible for its or the PSTC - Leyte's obligations in connection with Agreement.

**3.3. Ormoc City LGU shall:**

- 3.3.1. Provide seedlings for the expansion of TOFA's current 3-hectare coffee plantation into 25 hectares and for the establishment of 10 hectares cacao plantation in Tongonan, Ormoc City through the City Agriculture Office;
- 3.3.2. Support training and capacity-building activities for TOFA through local government agencies and other LGU offices/departments, including, but not limited to: the City Agricultural Office (CAO), City Social and Welfare Development Office;
- 3.3.3. Provide technical assistance to TOFA on coffee and cacao farming and organizational development and strengthening;
- 3.3.4. Provide support in branding and promotions of the coffee and cacao products; and
- 3.3.5. Mobilize assistance in marketing / tapping the Ormoc Chamber of Commerce and Industry (ORCHAM) and other organizations.

**3.4. BLGU TONGONAN shall:**

- 3.4.1. Receive funding for the coffee & cacao processing equipment from the Department of Science and Technology (DOST)
- 3.4.2. Facilitate and be accountable for the procurement of and timely completion of the procurement process of the coffee & cacao processing equipment to ensure no delay in the implementation of the project;
- 3.4.3. Provide a fixed structure in a strategic area for the coffee and cacao processing facility within the barangay site;
- 3.4.4. Participate in meetings, workshops, and other coordination activities as part of the project implementation; and
- 3.4.5. Provide support whether financial, technical, or manpower, or otherwise for the rehabilitation of the coffee & cacao processing facility.

**3.5. EDC shall:**

- 3.5.1. Provide technical assistance to TOFA on the design, implementation, monitoring, and evaluation of the Project;



- 3.5.2. Provide counterpart funding (the amount of which shall be determined by EDC), and in-kind support such as the provision of: a) technical assistance in plantation establishment and maintenance and protection; b) resource persons in capacity-building activities; and c) infrastructure and equipment support for the improvement/renovation of the processing facility, plantation establishment and maintenance, and training activities related to the Project based from EDC's Project design; and
- 3.5.3. Assist TOFA in expanding the Project and linking up with other potential participants to further the objectives of the Project.

#### **Article 4** **Force Majeure**

- 4.1. No Party shall be liable for any failure or delay in performance of any of its obligations under this Agreement if such failure or delay is due to Force Majeure. "Force Majeure" means any event or circumstance which could not be foreseen or which, though foreseen, were inevitable, such as earthquakes, typhoons, floods, fires, or other natural disasters; war, hostilities, invasions, or acts of foreign enemies; insurrection, revolution, rebellion, or acts of terrorism; riots, commotions, disorders, or other civil disturbances; strikes, lockouts, or other labor disturbances; accidents.
- 4.2. In case of the occurrence of a Force Majeure, the Party affected by Force Majeure shall notify the other Parties of the circumstances as soon as practicable but no later than seven (7) days after it became aware of the occurrence of the Force Majeure, and such notification shall be given through the fastest available means. Such notification shall be accompanied, where possible, by a certification issued by the appropriate authorities stating that such Force Majeure arose and has/have prevented such Party from performing part or all of its obligations under this Agreement.

#### **Article 5** **Settlement of Disputes**

- 5.1. The Parties shall always, in the spirit of cooperation, endeavor to effectively implement this Agreement and to make decisions by mutual agreement in any dispute arising out of this Agreement. Whenever there is any disagreement, it shall be resolved through consultations and arriving at a consensus among the Parties.
- 5.2. Any dispute among any of the Parties arising out of or in accordance with this Agreement shall be settled amicably by the Parties within a period of at least thirty (30) days. If the concerned Parties fail to reach an agreement within said period, the matter shall be referred through arbitration to be administered by the Philippine Dispute Resolution Center using its own rules, to be held within Pasig City, in accordance with Philippine laws. Each Party to the dispute may appoint its own arbitrator. The arbitrators selected by the respective Parties shall then appoint an additional arbitrator. The cost and expense of arbitration shall be borne by the Party against whom the dispute is resolved.
- 5.3. During the arbitration, the implementation of activities shall not be stopped except for such activities as may be the subject matter of the arbitration, or is directly affected thereby; and
- 5.4. The Parties shall agree to be bound by any arbitration award rendered in accordance with the above, as the final adjudication of any such dispute.



- 5.5. To the extent that the DOST VIII, Ormoc City LGU, and BLGU TONGONAN may be entitled under applicable laws to claim sovereign immunity from and against any and all Claims, as defined herein, the DOST VIII, Ormoc City LGU, and BLGU TONGONAN hereby irrevocably and unconditionally agree not to claim, and hereby irrevocably and unconditionally waives, such sovereign immunity against other parties. For purposes of this section, "Claims" means all claims, demands, suits, actions, losses, liabilities, assessments, judgments, damages, payments, fines, and penalties, and all related costs, expenses and other charges.

#### **Article 6**

#### **Termination**

- 6.1. Any Party may terminate this Agreement for breach by a Party of and upon written notice for at least sixty (60) days prior to the intended termination date. The non-breaching Parties may, prior to termination, opt to continue the Project, subject to the renegotiation of terms of the Agreement.

#### **Article 7**

#### **Representation and Warranties**

- 7.1. The Parties herein warrant that they each have the capacity, power and requisite authorization to enter into this Agreement. The Parties hereby represent and warrant that they are duly organized and valid existing corporations, organizations or government units and that they have full legal rights, power, and authority to carry on their respective obligations stipulated in this Agreement.
- 7.2. The Parties likewise represent and warrant that the execution, delivery, and performance of this Agreement, as well as the execution, delivery and performance of the instruments or documents specified herein or necessarily related thereto and the execution thereof by their respective signatories, have been duly authorized by all necessary corporate, organizational or governmental actions.
- 7.3. The Parties warrant that they will exert their best efforts to strictly comply with their commitments hereunder; and that they will not collect or impose other requirements to the above agreements and/or include activities that will entail additional expenses to the other Parties without the express written approval of the other Parties.
- 7.4. The Parties shall comply with all regulatory requirements and procedures, including securing necessary permits, clearances, certifications, and other documents from the appropriate government agencies required for the performance of their obligations under this Agreement.

#### **Article 8**

#### **Amendments**

- 8.1. Any modification or amendments to this Agreement as proposed by a concerned Party shall mutually be agreed upon in writing by the other Parties hereto. Any Party shall not implement any amendment or modification, unless the same has been previously approved and agreed upon in writing by all Parties.



- 8.2. In the event of any inconsistency between the documents comprising the Agreement or in the event of any inconsistency between the provisions and particulars of any document forming part of this Agreement, the Parties shall consult to resolve the inconsistency.

#### **Article 9 Indemnification**

- 9.1. 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 warranties, representations and obligations contained in this Agreement.
- 9.2. DOST VIII, Ormoc City LGU, BLGU TONGONAN and TOFA shall protect, defend, indemnify, and hold EDC free from and harmless against any and all claims, liability, damages, and costs arising from the fulfillment of its obligations under this Agreement, which EDC may hereafter suffer or incur, become responsible for, or pay out, including as a result of any death or personal injury (including bodily injury) to any person, destruction, loss, or damage to any property, to the extent caused by the acts, errors, negligence, or omission of DOST VIII, Ormoc City LGU, BLGU TONGONAN and TOFA.

#### **Article 10 Entire Agreement and Severability**

- 10.1 This Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral or written undertakings, considerations, agreements, representations or understanding between them in relation to the subject matter hereof.
- 10.2 If any provision of this Agreement is held invalid, void or unenforceable by any competent court or authority for any reason, the other provisions of this Agreement shall remain valid and shall continue to be in force and effect.

#### **Article 11 Confidentiality**

- 11.1 The terms of this MOA and all information relating to it, as well as other information that may come to the other Parties' knowledge in the course of the implementation of the Agreement are confidential ("Confidential Information").
- 11.2 The Parties shall treat all Confidential Information private and confidential and shall not disclose or make available such information to any person, except that a party may disclose Confidential Information:
- 11.2.1 with the prior consent in writing of the other Parties; or
  - 11.2.2 when disclosure is required by laws, rules, or regulations of any and/or by any court of competent jurisdiction, or by any competent judicial, supervisory, regulatory governmental body or stock exchange; or
  - 11.2.3 to any Party's directors, officers, employees, agents, and professional advisors ("Representatives") who owe a duty of confidentiality to disclosing Party,



provided that the Receiving Party shall, in any event, be responsible for all acts committed by its Representatives.

**Article 12**  
**Effectivity and Validity**

- 12.1 The terms and conditions of this Agreement shall take effect from Effective Date and shall remain in full force effect for a period of three (3) years from Effective Date, subject to extension or termination as agreed upon by the Parties in writing.
- 12.2 This Agreement may be signed in any number of copies or counterparts each of which when so signed shall be considered an original, but all the counterparts shall together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties, through their duly authorized representatives, have hereunto affixed their respective signatures as of the date above-written.

**DEPARTMENT OF SCIENCE  
AND TECHNOLOGY – REGION VIII  
CITY**

By:

**CITY GOVERNMENT OF ORMOC**

By:

**ENGR. ERNESTO M. GRANADA**  
Regional Director

**HON. RICHARD I. GOMEZ**  
Mayor

**BLGU TONGONAN**  
By:

**TONGONAN FARMERS ASSOCIATION**  
By:

**HON. WILMA P. Taneo**  
Punong Barangay

**MS. THINA L. PARCO**  
President

**ENERGY DEVELOPMENT CORPORATION**  
By:

**REGINA VICTORIA J. PASCUAL**  
Head, Corporate Support Functions



WITNESSES:

**DR. JOHN GLENN D. OCAÑA**  
Provincial Science & Technology Director  
DOST Leyte, PSTC

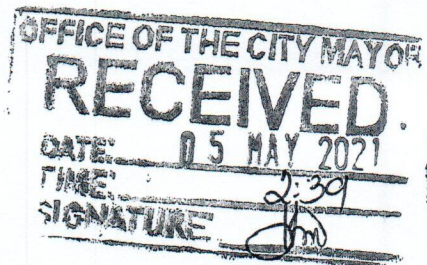
**ATTY. ALLAN V. BARCENA**  
Assistant Vice President & Head,  
Corporate Social Responsibility, EDC

DEMO COPY





ORMOC CITY LIVELIHOOD COUNCIL  
Ormoc City



Begun and held at the SP Session Hall, 3<sup>rd</sup> Floor, Ormoc City, on March 24, 2021.

**Resolution No. 003, Series of 2021**

**A RESOLUTION ENDORSING TO CITY MAYOR RICHARD GOMEZ FOR APPROVAL AND FURTHER ENDORSEMENT TO THE SANGGUNIANG PANLUNGSOD FOR AUTHORITY TO SIGN THE MEMORANDUM OF AGREEMENT (MOA) TO BE ENTERED INTO BY THE DEPARTMENT OF SCIENCE AND TECHNOLOGY (DOST) - REGION VIII, THE CITY GOVERNMENT OF ORMOC (LGU-ORMOC), LOCAL GOVERNMENT OF BARANGAY TONGONAN, TONGONAN FARMERS ASSOCIATION (TOFA), AND THE ENERGY DEVELOPMENT CORPORATION (EDC) ON THE IMPLEMENTATION OF THE COMMUNITY-BASED TGP COFFEE AND CACAO PRODUCTION PROJECT IN BARANGAY TONGONAN, ORMOC CITY**

**WHEREAS**, referred to the Ormoc City Livelihood Council for review and recommendation to the City Mayor is a draft Memorandum of Agreement (MOA) drafted by the Energy Development Corporation (EDC) to develop a community-based social enterprise responding to the high demand of coffee and cacao in Leyte and other areas in the Country;

**WHEREAS**, pursuant to Executive Order No. 108 series of 2020 entitled AN ORDER AMENDING THE COMPOSITION OF THE ORMOC CITY LIVELIHOOD COUNCIL, it is provided that the primary functions of the council are: to formulate a comprehensive and integrated livelihood development program, coordinate and monitor its implementation; create mechanisms and structures to integrate all livelihood initiatives; and work on the goals to reduce and eliminate the incidence of poverty among ormocanons, improve their living conditions, and provide the same with the opportunity to increase their productive and income-earning capabilities through a comprehensive, integrated, and effective livelihood program;

**WHEREAS**, the Ormoc City Livelihood Development Plan 2020-2022 provides that the goal of the same is to develop efficient and resilient production and create sustainable, market-driven, quality local products that will create job opportunities and income;

**WHEREAS**, on March 24, 2021, the EDC presented the proposed project and the draft MOA to the Ormoc City Livelihood Council and explained that Tongonan Farmers Association (TOFA) already had established a four-hectare coffee plantation in Ormoc City under BINHI Program and what this project aimed to do is to develop said plantation into a community-based social enterprise responsive to the high demand of coffee and cacao in Leyte and other areas and this project is geared toward generating additional income for participating households and fostering self-reliant and resilient communities;

**WHEREAS**, EDC also explained to the Council that it already had initial agreements with DOST, LGU Tongonan and the TOFA and that these agreements are already incorporated in the draft MOA submitted for the consideration of the Council;

**WHEREAS**, in the series of meetings of the Ormoc City Livelihood Council, the matter has been repeatedly discussed to ensure that the responsibilities found in the MOA are within the ambit of the powers of the parties involved and that the roles of the parties are complimentary to ensure success in the project and that the members of the association are benefited with the inputs of the proposed project;



**WHEREAS**, upon thorough review, this Council finds that the MOA for the TGP Coffee and Cacao Production Project is favorable and beneficial to the members of the association, identified as the beneficiaries of the project and that the realization of the project will not only benefit TOFA but the City as well by introducing home-grown quality products that will support the tourism program of the City. Hence, the Council finds that this project is a realization of the Ormoc City Livelihood Development Plan 2020-2022 and will hopefully inspire other associations to also establish a community-based social enterprise on their own.

**WHEREFORE**, upon motion of Ms. Maria Elena Mendoza, duly seconded by Mr. Noel Barquerria and without any objection from the member, be it -

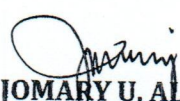
RESOLVED AS IT IS HEREBY RESOLVED, to pass **A RESOLUTION ENDORSING TO CITY MAYOR RICHARD GOMEZ FOR APPROVAL AND FURTHER ENDORSEMENT TO THE SANGGUNIAN PANLUNGSOD FOR AUTHORITY TO SIGN THE MEMORANDUM OF AGREEMENT (MOA) TO BE ENTERED INTO BY THE DEPARTMENT OF SCIENCE AND TECHNOLOGY (DOST) - REGION VIII, THE CITY GOVERNMENT OF ORMOC (LGU-ORMOC), LOCAL GOVERNMENT OF BARANGAY TONGONAN, TONGONAN FARMERS ASSOCIATION (TOFA), AND THE ENERGY DEVELOPMENT CORPORATION (EDC) ON THE IMPLEMENTATION OF THE COMMUNITY-BASED TGP COFFEE AND CACAO PRODUCTION PROJECT IN BARANGAY TONGONAN, ORMOC CITY.**

Resolved further, to furnish copies of this resolution to the City Mayor, other parties to the MOA of the proposed project and other relevant offices in the City government.


Affectivity: this resolution shall take effect immediately after its approval.

Approved: March 24, 2021, Ormoc City.

I hereby certify to the correctness of the above-quoted resolution of Ormoc City Livelihood Council.

  
**JOMARY U. ALCALA**  
Manpower Development Officer I, PESO  
Secretary, Ormoc City Livelihood Council

ATTESTED:

  
**ATTY. NOLITO M. QUILANG**  
Presiding Officer  
Vice-Chairman, Ormoc City Livelihood Council