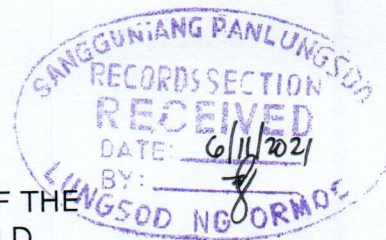


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 JUNE 08, 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, 1 st Asst. Majority Floor Leader |
| Tomas R. Serafica, | SP Member, Presiding Officer "Pro-Tempore" |
| Eusebio Gerardo S. Penserga, | SP Member |
| Jasper M. Lucero, | SP Member |
| Peter M. Rodriguez, | SP Member |
| Joan Marbie C. Simbajon, | Ex-Officio SP Member, Chapter President, |
| Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc | |

ON OFFICIAL BUSINESS:

| | |
|----------------------------|--|
| Nolito M. Quilang, | SP Member, 2nd Asst. Majority Floor Leader |
| 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 |

RESOLUTION NO. 2021-154

**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 NAYUTA
CO., LTD REGARDING SSDC STREET-LIGHT PROJECT.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated May 24, 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 Nayuta Co., LTD regarding SSDC Street-Light Project, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Opinion dated May 20, 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, one of the Social Development Goals of Nayuta Co., LTD is to solve the social issues faced by its partner-LGU by using its own technologies and products;

WHEREAS, this initiative requires the support of Japan International Cooperation Agency (JICA) Private Sector Partnership through the Official Development Assistance (ODA) of the Government of Japan in an effort to reduce poverty and address other challenges in partner countries while effectively mobilizing Japan's human, technical, and financial resources;

WHEREAS, the purpose of the MOA is to maintain a cooperative relationship with each other for the social improvement and sustainability project for disaster and crime problems with intelligent independent network street-light (SSDC Street-light Project;

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 curbing criminal activities and improving disaster awareness by providing Japanese-made street light technology, 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 Eusebio Gerardo S. Penserga, Chairman, Committee on Public Safety and Disaster Management and SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances, jointly seconded by SP Members Joan Marbie C. Simbajon 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) WITH NAYUTA CO., LTD REGARDING SSDC STREET-LIGHT PROJECT;

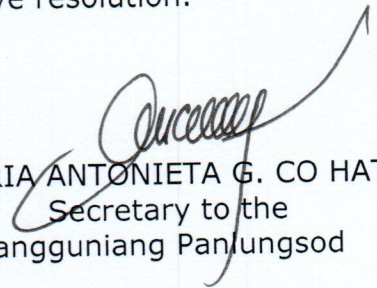
ADOPTED, June 08, 2021.

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; Nayuta Co., Ltd; the City Planning & Development Officer; 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:


TOMAS R. SERAFICA
Presiding Officer "Pro-Tempore"
SP Member

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is made and entered into this _____ of _____ 2021 by and among:

The **CITY GOVERNMENT OF ORMOC**, a political subdivision, existing and created by virtue of Philippine law, represented by **RICHARD I. GOMEZ**, City Mayor of Ormoc City, pursuant to Sangguniang Panlungsod Resolution No. _____, with office address at 2nd Floor, City Mayor's Office, New Ormoc City Hall, Aunubing St., Cogon, Ormoc City, hereinafter referred to as the "**FIRST PARTY**";

- and -

The **NAYUTA CO., Ltd**, a duly organized corporation, existing and registered by virtue of Japanese law, represented by **MASAHIKO SUGIYAMA**, Chief Executive Officer, pursuant to Board Resolution No. _____, with principal address at 398 Jokocho Higashi, Hamamatsu, Shizuoka 431-3103 Japan, hereinafter referred to as the "**SECOND PARTY**".

WITNESSETH, that:

WHEREAS, the **SDGs** activity of the **SECOND PARTY** has a mission to solve the social issues faced by the **FIRST PARTY** by using own technologies and products, and aims to realize further overseas expansion. This initiative requires the support of Japan International Cooperation Agency (JICA) Private Sector Partnership and is indispensable;

WHEREAS, JICA carries out Official Development Assistance (ODA) for the government of Japan in an effort to reduce poverty and address other challenges in partner countries while effectively mobilizing Japan's human, technical and financial resources;

WHEREAS, the **FIRST PARTY** is one of the government units whose mandate is to protect the life of citizens and communities, clarify social issues, and strive to improve and maintain them according to their priorities;

WHEREAS, Section 16 of the RA 7160 or Local Government Code of 1991 provides that "Every local government unit shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare."

WHEREAS the missions of the **FIRST PARTY** and **SECOND PARTY** are in line with each other. Therefore, this MOA is to maintain a cooperative relationship will each for the social improvement and sustainability project for disaster and crime problems with intelligent independent network street-light (SSDC Street-light Project)

NOW THEREFORE, for and in consideration of the foregoing premises, the parties above do hereby mutually agree the following:

1. **PURPOSE:** The purpose of this MOA is to set forth the terms and conditions, scope of work and responsibilities of the parties associated with their collaboration on "Social improvement and sustainability project for disaster and crime problems with intelligent independent network street-light (SSDC Street-light Project)".

2. RESPONSIBILITIES OF THE FIRST PARTY - The **FIRST PARTY** shall undertake the following activities under this MOA:

2.1. Researching and providing information requested by the **SECOND PARTY** for this project;

2.2. Connecting organizations that will cooperate in the development, operation and maintenance of the products and services used for this project with the **SECOND PARTY**;

2.3. Getting cooperation with the local citizens and organizations;

2.4. Setting budget for the maintenance operation after achieving the project.

3. RESPONSIBILITIES OF THE SECOND PARTY - The **SECOND PARTY** shall undertake the following activities under this MOA:

3.1. Securing approval from JICA's private sector collaboration "Feasibility Survey with the Private Sector for Utilizing Japanese Technologies in ODA Projects (SECOND PARTY ODA F/S)"

3.2. After complying and obtaining the preceding paragraph 3.1, the **SECOND PARTY** will conduct field surveys and product tests, and submit the resulting documents to the **FIRST PARTY** and JICA;

3.3. Securing approval from JICA's private sector collaboration project "Verification Survey with Private Sector for Disseminating Japanese Technologies (SECOND PARTY Verification Survey);

3.4. After complying and obtaining the preceding paragraph 3.3, the **SECOND PARTY** will achieve the goal of this project.

4. CONFIDENTIALITY:

4.1. It is prohibited to disclose confidential information obtained to anyone other than both parties and their related parties in this MOA. Confidential information is every information that has been declared and described as "Confidential" in advance;

4.2. Each party shall manage the confidential information with the same degree of care as that of the prudent manager, and shall not disclose or divulge any confidential information to any third party without the prior written approval of the disclosing party;

4.3. Each party shall use the confidential information only for purposes directly related to this project, and shall not use such confidential information for any other purposes without the prior written approval of the disclosing party;

6. Both parties shall cooperate positively with each other and take good measures to achieve the purpose of this agreement;

7. The approval of this SSDC street-light project to JICA is not promised at this time. Therefore, if it is rejected, separate consultation. Is required between the parties other than this MOA;

8. The parties shall each be solely responsible for any and all troubles and damages and associated with their responsibilities under this MOA;

9. The parties shall each be solely responsible for any and all costs associated with their responsibilities under this MOA;

10. This MOA may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties;

11. This MOA may be terminated by mutual agreement of the parties, and shall automatically terminate upon completion of all responsibilities as stated herein unless otherwise amended.

12. In case of any dispute and in order to forestall lengthy and tedious court proceedings, the same shall be resolved first through a committee or arbitration panel to compose in accordance with the supplemental agreement of the parties which shall be a composite part of this agreement.

13. This Agreement shall be effective upon signing by the Parties hereto.

IN WITNESS WHEREOF, the parties hereby affix their signatures this _____ of _____ 2021 in Ormoc City, Leyte, Philippines.

CITY GOVERNMENT OF ORMOC
(First Party)

NAYUTA CO., LTD.
(Second Party)

Represented by:

Represented by:

RICHARD I. GOMEZ, DFA
City Mayor

MASAHIKO SUGIYAMA
Chief Executive Officer

SIGNED IN THE PRESENCE OF:

(witness)

(witness)

ACKNOWLEDGMENT

Republic of the Philippines)
Ormoc City.) S. S.

BEFORE ME, a Notary Public for and in Ormoc City, Leyte, Philippines, this _____ day of _____ 2021 personally appeared the following with competent evidence of identity:

| Names | Competent Evidence of Identity | Date & Place Issued |
|-------------------|--------------------------------|---------------------|
| RICHARD I. GOMEZ | | |
| MASAHIKO SUGIYAMA | | |

known to me and to me known to be the same persons who executed the foregoing instrument and he acknowledged to me that the same is their free and voluntary act and

deed and that of the entity they each represent. The foregoing instrument refers to the Memorandum of Agreement consisting of THREE (3) pages including this page on which the Acknowledgment is written, signed by the parties and sealed by my notarial seal.

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

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

DEMO COPY