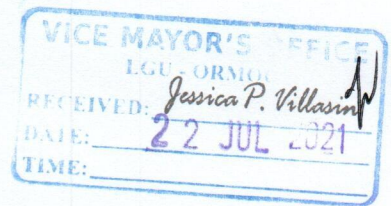


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 JULY 21, 2021 IN LIEU OF
JULY 20, 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"
Nolito M. Quilang,	SP Member, 2 nd Asst. Majority Floor Leader
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. 2021-201

A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE TWO (2) MEMORANDUM OF AGREEMENTS (MOAs) BETWEEN THE CITY GOVERNMENT OF ORMOC AND CM DISTRIBUTION, ON ONE HAND, AND ANOTHER BETWEEN THE CITY GOVERNMENT OF ORMOC AND MR. FREEZE CORPORATION AS THE IDENTIFIED ALTERNATIVE VACCINE STORAGE FACILITIES IN CASE THE PRIMARY VACCINE STORAGE FACILITY IS NO LONGER VIABLE FOR SAFE STORAGE OF COVID-19 VACCINES.

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated June 30, 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 two (2) Memorandum of Agreements (MOAs) between the City Government of Ormoc and CM Distribution, on one hand, and another between the City Government of Ormoc and Mr. Freeze Corporation as the identified alternative vaccine storage facilities in case the primary vaccine storage facility is no longer viable for safe storage of COVID-19 vaccines. Further requesting that this matter be treated as EXTREMELY URGENT, copies of the MOAs are hereto attached as "ANNEX A & B", respectively and made an integral part hereof;

WHEREAS, in an Opinion dated June 29, 2021, the City Legal Office finds nothing legally objectionable in the said MOAs and that the same are not contrary to law, morals, public order, or public policy much less detrimental to the best interests of Ormoc City;

WHEREAS, the country is in the state of calamity and emergency due to COVID-19 pandemic;

WHEREAS, Section 16 of RA 7106 otherwise known as the 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 general welfare;

WHEREAS, the City Government of Ormoc is mandated to protect the life and health of its residents and communities, and has rolled out the inoculation of COVID-19 vaccines as part of its wide immunization campaign to attain herd immunity;

WHEREAS, one of the challenges of the City is the storage of the vaccines in case its cold storage facility in Ormoc City Superdome where the vaccines are kept or stocked will malfunction, fail, damage, and breakdown due to emergency, natural calamity, force majeure, human induced accident and disaster or any unforeseeable circumstances;

WHEREAS, as a contingency measure, the City partnered and collaborated with the private sectors who have the capability to provide cold storage facility for the COVID-19 vaccines;

WHEREAS, CM Distribution and Mr. Freeze Corporation expressed their willingness to assist, help, collaborate, and cooperate with the City Government of Ormoc by allowing their cold storage facilities to be used as an alternative in the event of any contingencies;

WHEREFORE, on joint motion of SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Health and Sanitation and SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Esteban V. Laurente, Peter M. Rodriguez, Roiland H. Villasencio, Tomas R. Serafica, Lalaine A. Marcos, Vincent L. Rama, Gregorio G. Yrastrosa III and Joan Marble 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 TWO (2) MEMORANDUM OF AGREEMENTS (MOAS) BETWEEN THE CITY GOVERNMENT OF ORMOC AND CM DISTRIBUTION, ON ONE HAND, AND ANOTHER BETWEEN THE CITY GOVERNMENT OF ORMOC AND MR. FREEZE CORPORATION AS THE IDENTIFIED ALTERNATIVE VACCINE STORAGE FACILITIES IN CASE THE PRIMARY VACCINE STORAGE FACILITY IS NO LONGER VIABLE FOR SAFE STORAGE OF COVID-19 VACCINES;

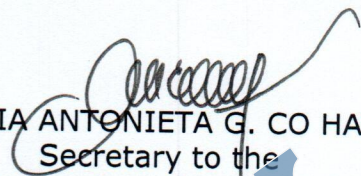
ADOPTED, July 21, 2021.

RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Agreements (MOAs) 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 City Health Department; CM Distribution; Mr. Freeze Corporation; 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

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 -

CM DISTRIBUTION, represented by **CLINT WINSTON A. JAYME**, owner/proprietor, of legal age, Filipino, married with principal address at Barangay District 29 (Nadongholan), Ormoc City, hereinafter referred to as the "**SECOND PARTY**".

WITNESSETH, that:

WHEREAS, the country is in the state of calamity and emergency due to COVID-19 pandemic;

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 **FIRST PARTY**, as a local government unit whose mandate is to protect the life and health of its residents and communities, has rolled out the inoculation of COVID-19 vaccines as part its wide immunization campaign again said disease to attain herd immunity;

WHEREAS, one the challenges of the **FIRST PARTY** is the storage of the vaccines in case its cold storage facility in Ormoc City Superdome where the vaccines are kept or stocked will malfunction, fail, damage and breakdown due to emergency, natural calamity, *force majeure*, human induced accident and disaster or any unforeseeable circumstance/s;

WHEREAS, as a contingency measures, the **FIRST PARTY** partnered and collaborated with the private sectors who have the capability to provide cold storage facility for the COVID-19 vaccines;

WHEREAS the **SECOND PARTY** expressed its willingness to assist, help, collaborate and cooperate with the **FIRST PARTY** by allowing its cold storage facility to be used as alternative vaccine storage facility in the event of any contingencies;

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 as well as the responsibilities of the parties on the collaborative efforts for the storage of COVID-19 vaccines in case eventuality.

2. **RESPONSIBILITIES OF THE FIRST PARTY** - The **FIRST PARTY** shall:

2.1. Undertake to store and keep the COVID-19 vaccines in its primary cold storage facility in Ormoc City Superdome when is still operational for storage;

2.2. Request the **SECOND PARTY** to allow the transfer of COVID-19 vaccines to its cold storage facility as alternative vaccine storage facility within its capacity and capability when its primary cold storage facility in Ormoc City Superdome is no longer viable for storage due to malfunction, failure, damage or breakdown of the storage facility brought about by emergency, natural calamity, *force majeure*, human induced accident or disaster, or any unforeseeable circumstances;

2.3. Provide personnel and logistical requirements for the transfer of COVID-19 vaccines to the **SECOND PARTY'S** alternative vaccine storage facility in case of occurrence of the contingency/ies mentioned in the preceding paragraph;

2.4. Provide personnel and logistical requirements for the removal of COVID-19 vaccines from the **SECOND PARTY'S** alternative storage facility when the said contingency/ies has/have ended and the primary storage facility in Ormoc City Superdome is again usable for storage.

3. **RESPONSIBILITIES OF THE SECOND PARTY** - The **SECOND PARTY** shall:

3.1. Allow the use of its cold storage facility **FREE OF CHARGE** as alternative vaccine storage facility in the event the primary cold storage facility of the **FIRST PARTY** in Ormoc City Superdome is no longer viable for storage due to malfunction, failure, damage or breakdown of the storage facility brought about by emergency, natural calamity, *force majeure*, human induced accident or disaster, or any unforeseeable circumstances upon the request of the **FIRST PARTY**;

3.2. Undertake to allow the storage of vaccines only those within the capacity and capability of its cold storage facility;

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

5. This MOA may be amended any time by mutual agreement of the parties;

6. This MOA may be terminated at any time either of the party upon written notice to the other party, or it shall automatically be terminated upon completion of all responsibilities as stated herein unless otherwise amended;

7. 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.

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

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

CITY GOVERNMENT OF ORMOC
(First Party)

CM DISTRIBUTION
(Second Party)

Represented by:

Represented by:

RICHARD I. GOMEZ, DPA
City Mayor

CLINT WINSTON A. JAYME
Proprietor

SIGNED IN THE PRESENCE OF:

(witness)

(witness)

ACKNOWLEDGMENT

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

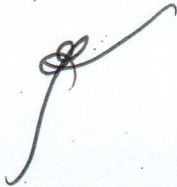
BEFORE ME, a Notary Public for and in Ormoc City, Leyte, Philippines, this _____ day of July 2021 personally appeared the following with competent evidence of identity:

Names	Competent Evidence of Identity	Date & Place Issued
RICHARD I. GOMEZ		
CLINT WINSTON A. JAYME	PT License No. 000-4192	

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



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 -

MR. FREEZE CORPORATION, represented by **REYWHITLEY D. BALTONADO**, Manager, of legal age, Filipino, married with principal address at Barangay San Pablo, Ormoc City, duly authorized by virtue of Resolution No. _____, hereinafter referred to as the "**SECOND PARTY**".

WITNESSETH, that:

WHEREAS, the country is in the state of calamity and emergency due to COVID-19 pandemic;

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 **FIRST PARTY**, as a local government unit whose mandate is to protect the life and health of its residents and communities, has rolled out the inoculation of COVID-19 vaccines as part its wide immunization campaign again said disease to attain herd immunity;

WHEREAS, one the challenges of the **FIRST PARTY** is the storage of the vaccines in case its cold storage facility in Ormoc City Superdome where the vaccines are kept or stocked will malfunction, fail, damage and breakdown due to emergency, natural calamity, *force majeure*, human induced accident and disaster or any unforeseeable circumstance/s;

WHEREAS, as a contingency measures, the **FIRST PARTY** partnered and collaborated with the private sectors who have the capability to provide cold storage facility for the COVID-19 vaccines;

WHEREAS the **SECOND PARTY** expressed its willingness to assist, help, collaborate and cooperate with the **FIRST PARTY** by allowing its cold storage facility to be used as alternative vaccine storage facility in the event of any contingencies;

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 as well as the responsibilities of the parties on the collaborative efforts for the storage of COVID-19 vaccines in case eventuality.

2. **RESPONSIBILITIES OF THE FIRST PARTY** - The **FIRST PARTY** shall:

2.1. Undertake to store and keep the COVID-19 vaccines in its primary cold storage facility in Ormoc City Superdome when is still operational for storage;

2.2. Request the **SECOND PARTY** to allow the transfer of COVID-19 vaccines to its cold storage facility as alternative vaccine storage facility within its capacity and capability when its primary cold storage facility in Ormoc City Superdome is no longer viable for storage due to malfunction, failure, damage or breakdown of the storage facility brought about by emergency, natural calamity, *force majeure*, human induced accident or disaster, or any unforeseeable circumstances;

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2.4. Provide personnel and logistical requirements for the removal of COVID-19 vaccines from the **SECOND PARTY's** alternative storage facility when the said contingency/ies has/have ended and the primary storage facility in Ormoc City Superdome is again usable for storage.

3. **RESPONSIBILITIES OF THE SECOND PARTY** - The **SECOND PARTY** shall:

3.1. Allow the use of its cold storage facility **FREE OF CHARGE** as alternative vaccine storage facility in the event the primary cold storage facility of the **FIRST PARTY** in Ormoc City Superdome is no longer viable for storage due to malfunction, failure, damage or breakdown of the storage facility brought about by emergency, natural calamity, *force majeure*, human induced accident or disaster, or any unforeseeable circumstances upon the request of the **FIRST PARTY**;

3.2. Undertake to allow the storage of vaccines only those within the capacity and capability of its cold storage facility;

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

5. This MOA may be amended any time by mutual agreement of the parties;

6. This MOA may be terminated at any time either of the party upon written notice to the other party, or it shall automatically be terminated upon completion of all responsibilities as stated herein unless otherwise amended;

7. 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.

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

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

CITY GOVERNMENT OF ORMOC
(First Party)

MR. FREEZE CORPORATION
(Second Party)

Represented by:

Represented by:

RICHARD I. GOMEZ, DPA
City Mayor

REYWHITLEY D. BALTONADO
Manager

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 July 2021 personally appeared the following with competent evidence of identity:

Names	Competent Evidence of Identity	Date & Place Issued
<u>RICHARD I. GOMEZ</u>		
<u>REYWHITLEY D. BALTONADO</u>	Driver's License No. H03-06-001197	

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

