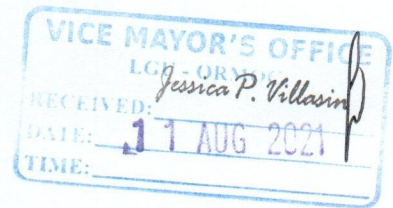


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 AUGUST 10, 2021



PRESENT:

Leo Carmelo L. Locsin, Jr.
Benjamin S. Pongos, Jr.,
Roiland H. Villasencio,
Tomas R. Serafica,
Eusebio Gerardo S. Penserga,
Jasper M. Lucero,
Vincent L. Rama,
Gregorio G. Yrastorza III,
Lalaine A. Marcos,
Joan Marbie C. Simbajon,

City Vice Mayor & Presiding Officer
SP Member, Majority Floor Leader
SP Member, 1st Asst. Majority Floor Leader
SP Member, Presiding Officer "Pro-Tempore"
SP Member
SP Member
SP Member
SP Member
SP Member
Ex-Officio SP Member, Chapter President,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:

Nolito M. Quilang,
Peter M. Rodriguez,
Esteban V. Laurente,

SP Member, 2nd Asst. Majority Floor Leader
SP Member
Ex-Officio SP Member, Chapter President,
Liga ng mga Barangay ng Ormoc

RESOLUTION NO. 2021-225

**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 ENVIRONMENT AND NATURAL
RESOURCES (DENR), NAUNGAN SAN JUAN
MANGROVE PLANTERS ASSOCIATION (NSJMPA),
ASOSASYON SA MGA MAG-UUMA SA BAGONG
(AMBAG), AND SAN MIGUEL CORPORATION GLOBAL
POWER (SMCGP) PHILIPPINES POWER FOUNDATION,
INC. FOR A REFORESTATION PROJECT IN BRGY.
BAGONG AND BRGY. NAUNGAN, ORMOC CITY.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated July 12, 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 the Department of Environment and Natural Resources (DENR), Naungan San Juan Mangrove Planters Association (NSJMPA), Asosasyon sa Mga Mag-uuma sa Bagong (AMBAG), and San Miguel Corporation Global Power (SMCGP) Philippines Power Foundation, Inc. for a Reforestation Project in Brgy. Bagong and Brgy. Naungan, Ormoc City, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Opinion dated July 8, 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;

A handwritten signature in the bottom right corner of the page.

WHEREAS, the DENR is the primary agency responsible for the conservation, development, protection, and utilization of the country's natural resources for the benefit of the present and future generations;

WHEREAS, Executive Order (EO) No. 26, Series of 2011, expanded the implementation of the National Greening Program (NGP) as a government priority in order to pursue sustainable development for poverty reduction, food security, biodiversity conservation, and climate change mitigation and adaptation, with DENR as lead agency;

WHEREAS, there is a need to harness concerted support, consolidated resources and efforts toward successful implementation of the government's poverty reduction programs that would achieve economic development in rural communities while safeguarding the environment;

WHEREAS, DENR has identified the 80 hectares of upland plantation in Brgy. Bagong and the 60 hectares of mangrove plantation in Brgy. Naungan and the people's organizations that will implement the various activities of the project;

WHEREAS, SMCGP Foundation, together with its subsidiaries, has signified its intention and willingness to contribute to the greening efforts of the DENR through SMCGP Foundation's Ridge to Reef Conservation Program by adopting and developing an area of 140 hectares of public land or watershed areas and to plant indigenous forest trees, fruit bearing or high value crops and to nurture the planted seedlings for 7 years;

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 pursuing a sustainable development by implementing a reforestation 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 Lalaine A. Marcos, Chairperson, Committee on Environment, Natural Resources, and Energy Conservation and SP Member Benjamin S. Pongos, Jr., Chairperson, Committee on Laws and Ordinances, severally seconded by SP Members Roiland H. Villasencio, Vincent L. Rama, Joan Marbie C. Simbajon and Tomas R. Serafica; 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 ENVIRONMENT AND NATURAL RESOURCES (DENR), NAUNGAN SAN JUAN MANGROVE PLANTERS ASSOCIATION (NSJMPA), ASOSASYON SA MGA MAG-UUMA SA BAGONG (AMBAG), AND SAN MIGUEL CORPORATION GLOBAL POWER (SMCGP) PHILIPPINES POWER FOUNDATION, INC. FOR A REFORESTATION PROJECT IN BRGY. BAGONG AND BRGY. NAUNGAN, ORMOC CITY;

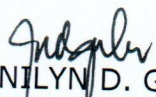
ADOPTED, August 10, 2021.

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; DENR; NSJMPA; AMBAG; SMCGP; 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.


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

ATTESTED:


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

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is made and entered into this ____ day of _____ at _____, Philippines, by and among:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, an instrumentality of the national government of the Republic of the Philippines, with office address at Diversion Road, Ormoc, Leyte, Philippines, represented herein by Community Environment and Natural Resources Officer **ALEJANDRO K. BAUTISTA**, and referred to hereinafter as "DENR";

and

The **LGU OF ORMOC CITY, LEYTE**, a local government unit located in Ormoc City, Leyte, Philippines, represented herein by its City Mayor, **HON. RICHARD I. GOMEZ, CPA**, hereinafter referred to as "LGU".

and

The **NAUNGAN SAN JUAN MANGROVE PLANTERS ASSOCIATION (NSJMPA)**, a non-stock, non-profit organization, with Department of Labor and Employment registration No. VIII-1346 dated June 16, 1999 with official address in Brgy. Naungan, Ormoc City, Leyte, Philippines, represented herein by its President, **VICTORIANA ENTERO**, hereinafter referred to as "mangrove recipient P.O";

And

The **ASOSASYON SA MGA MAG-UUMA SA BAGONG (AMBAG)**, a non-stock, non-profit organization, with Security Exchange Commission Registration No. CN-2018-008878 dated February 14, 2018 with official address in Brgy. Bagong, Ormoc City, Leyte, Philippines, represented herein by its President, **EMILI B. CADIZ**, hereinafter referred to as "Upland recipient P.O";

and

SMCGP PHILIPPINES POWER FOUNDATION, INC., a non-stock and non-profit corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business at the 15th floor, San Miguel Properties Centre Building, No. 7, St. Francis Street, Ortigas Center, Barangay Wack-Wack, Mandaluyong City 1550, Philippines, represented herein by its President, **ELENITA D. GO**, and its Chief Financial Officer, **PAUL BERNARD D. CAUSON**, hereinafter referred to as the "SMCGP Foundation";

WITNESSETH THAT:

WHEREAS, the DENR is the primary agency responsible for the conservation, development, protection and utilization of the country's natural resources for the benefit of the present and future generations;

WHEREAS, Executive Order No. 26, Series of 2011, expanded the implementation of the National Greening Program (NGP) as a government priority in order to pursue sustainable development for poverty reduction, food security, biodiversity conservation, and climate change mitigation and adaptation, with DENR as lead agency;

WHEREAS, the Executive Order recognizes the need to harmonize its greening efforts being undertaken by the government to achieve the objectives of the Expanded National Greening Program (ENGP) and enhance and encourage the participation of the private sector, local government units organized upland and coastal communities and other relevant stakeholder in the sustainable management of the developed plantations and protection of existing plantations;

WHEREAS, there is a need to harness concerted support, consolidated resources and efforts toward successful implementation of the government's poverty reduction programs that would achieve economic development in rural communities while safeguarding the environment;

WHEREAS, DENR has identified the seventy hectares Upland Plantation area and the people's organization that will implement the various activities of the Project in the Upland Plantation.

WHEREAS, the SMCGP Philippines Power Foundation, Inc. ("SMCGP Foundation"), Universal Power Solutions, Inc. SMC Global Power Holdings Corp. and its subsidiaries, has signified its intention and

willingness to contribute to the greening efforts of the DENR through SMCGP Foundation's Ridge to Reef Conservation Program by adopting and developing an area of one hundred forty (140) hectares of public lands/watershed areas and to plant indigenous forest trees, fruit bearing/high value crops and to nurture the planted seedlings thereon for seven (7) years (the "Project");

NOW, THEREFORE, for and in consideration of the foregoing premises, and the mutual covenants herein set forth, the Parties stipulate and agree as follows:

Section 1 Project Description

The Parties shall undertake the Project for the following purposes and objectives:

1. Rehabilitation of eighty (80) hectares of upland plantation at Barangay Bagong, Ormoc City, Leyte and sixty (60) hectares of mangrove plantation identified by the DENR at Barangay Naungan, Ormoc City, Leyte (the "Upland and Mangrove Plantation") within the term of this MOA.
2. Protection and maintenance of the Upland Plantation within the term of this Contract.

The Project shall be undertaken for the benefit of the local communities within the Municipality of Ormoc City in the Province of Leyte.

Section 2 Rights and Obligations of the DENR - CENRO

The DENR through its Community Environment and Natural Resources (CENRO) Office at Ormoc, Leyte shall:

1. Delineate the Upland and Mangrove Plantation by conducting preliminary ground survey in the Upland and mangrove Plantation and preparing a map indicating the boundaries of the target area within the public land/watershed areas in the Municipality of Ormoc City;
2. Provide the necessary technical assistance in nursery operation, plantation establishment and plantation maintenance and protection;
3. Monitor the progress of the development of the Project areas to ensure that it is done in accordance with the plans and specifications in the Program of Works or Work and Financial Plan of SMCGP Foundation;
4. Ensure the protection and security of the 140 hectares. The parties warrant that no trees shall be cut off any time otherwise required subject to existing law, rules and regulations;
5. Take over the maintenance and protection of the established plantations that are not covered by a tenurial instrument after the term or duration of the Project/Contract;
6. Issue a certificate after the completion of the Project. and
7. Designate a representative in the formation of Technical Working Group and Monitoring team.

Section 3 Rights and Obligations of Local Government Unit

LGU shall:

1. Monitor and evaluate all activities of the Project including coordination meetings, compilation of progress reports and other related activities;
2. Monitor the progress of the development of the Project areas to ensure that it is done in accordance with the plans and specifications in the Program of Works of SMCGP Foundation;
3. Act as lead agency in the formation of Technical Working Group and Monitoring Team;
4. Designate a representative in the formation of Technical Working Group and Monitoring team.

Section 4 Rights and Obligations of NSJMPA and AMBAG

The NSJMPA and AMBAG Shall:

1. Provide manpower for the preparation and establishment of Upland and Mangrove Plantation;
2. Conduct the planting for suitable tree species in the adopted area including care, maintenance and protection of identified site;
3. Ensure that all areas in the Upland and Mangrove Plantation will have at least Eighty Five percent (85%) survival rate;
4. Submit monthly progress reports to SMCGP Foundation, LGU and DENR;

5. Submit and issue an official receipt for all amounts received from SMCGP Foundation in relation to the Project;
6. Ensure the protection and security of the 140 hectares identified by the DENR and no trees shall be cut off any time including from those existing natural and planted vegetation in the area;
7. Undertake any and all other actions necessary and beneficial for the successful implementation of the Project. and
8. Designate a representative in the formation of Technical Working Group and Monitoring team.

Section 5 Rights and Obligations of SMCGP Foundation

SMCGP Foundation shall:

1. Provide adequate funding support in the mobilization of the community for the implementation of the Project in the Upland Plantation as may be necessary for the Project;
2. Exercise financial and administrative control over the Project;
3. Coordinate closely with the DENR, LGU, NSJMPA and AMBAG in the implementation of the Project activities;
4. Monitor the progress of the development of the Project areas to ensure that it is done in accordance with the plans and specifications in the Program of Works or Work and Financial Plan of SMCGP Foundation;
5. Designate a technical staff to extend the necessary technical assistance in nursery operation, plantation establishment and plantation maintenance and protection; and
6. Turnover the Project to DENR after the term of this MOA.

Section 6 Scope of the Program or Package

The Project beneficiary shall be the local communities of the LGU of Ormoc City, Province of Leyte, through SMCGP Foundation's Ridge to Reef Conservation Program.

Section 7 Term

This MOA shall be binding upon the Parties, their assigns and successors-in-interest upon signing hereof, and shall remain in effect for seven (7) years from the execution of this MOA, unless mutually terminated by the Parties.

Section 8 Capacity and Authorization

The Parties herein warrant that they have the capacity, power and requisite authorization to enter this MOA.

Section 9 Separability Clause

Should any part of this MOA be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof

Section 10 Breach of Contract

The violation or omission of any of the provisions of this MOA shall be a ground for the cancellation or rescission of the same without need for legal or court action.

Section 11 Governing Law

This MOA shall be governed and construed, in all respects, by the laws of the Republic of the Philippines.

Section 12 Jurisdiction of Courts

The Parties herein agree that any legal action, suit or proceeding arising out of or relating to this MOA shall be instituted exclusively in the courts of Mandaluyong City, Philippines, to the exclusion of all the other courts.

Section 13 Force Majeure

Either Party is excused from performance and shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control of such affected Party including, but not limited to, work stoppage, fire, civil disobedience, riot, rebellion, accident, explosion, flood, storm, acts of God and other similar occurrences.

Section 14 No Waiver; Remedies Cumulative

No provision of this MOA shall be considered waived except when such waiver is made in writing. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall impair any such right, power or privilege or operate as a waiver thereof. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any right or remedies that the Parties would otherwise have under applicable law.

Section 15 Assignment

Neither Party may assign any of its rights or obligations under this MOA to a third party, except as provided in the MOA or with the prior written consent of the other Party.

Section 16 Counterparts

This MOA may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument; provided that, this MOA shall be effective only on the date it is signed by the last signing Party.

SIGNED on the date and at the place first above written.

DEPARTMENT OF ENVIRONMENT AND
NATURAL RESOURCES

ALEJANDRO K. BAUTISTA
CENR OFFICER

LOCAL GOVERNMENT UNIT

RICHARD I. GOMEZ, DPA
City Mayor

SMCGP PHILIPPINES POWER FOUNDATION, INC.

ELENITA D. GO
President

PAUL BERNARD D. CAUSON
Chief Financial Officer

NAUNGAN SAN JUAN MANGROVE PLANTERS
ASSOCIATION

ASOSASYON SA MGA MAG-UUMA SA
BAGONG

VICTORIANA ENTERO
President

EMILI B. CADIZ
President

Signed in the presence of:

DEPARTMENT OF ENVIRONMENT AND
NATURAL RESOURCES

SMCGP PHILIPPINES POWER
FOUNDATION, INC.

LEONARDO G. GERMANO
SVEMS/ Chief CDS

CYNTHIA V. PANTONAL
Executive Director

LOCAL GOVERNMENT UNIT

FOR. ROSILYN C. SANCHEZ
ENRO-LGU Ormoc

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES,
S.S.

Before me, this ____ day of ____ 2021 in ____ personally appeared:

Name	Competent Evidence of Identity	Date and Place of Issue
ALEJANDRO K. BAUTISTA		
RICHARD I. GOMEZ		
VICTORIANA ENTERO		
EMILI B. CADIZ		

known to me and known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed, and that of the corporations herein they represented. This Memorandum of Agreement including this page in which this Acknowledgement is written, signed by the parties in their instrumental witnesses each and every page thereof.

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

NOTARY PUBLIC

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

Before me, this _____ day of _____, 2021 in _____ personally appeared:

Name	Competent Evidence of Identity	Date and Place of Issue
PAUL BERNARD D. CAUSON	DL C02-97-055540	Valid until Mar. 20, 2023
ELENITA D. GO	DL NO2-89-110861	Valid until Nov. 11, 2022

known to me and known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed, and that of the corporations herein they represented. This Memorandum of Agreement including this page in which this Acknowledgement is written, signed by the parties in their instrumental witnesses each and every page thereof.

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

NOTARY PUBLIC