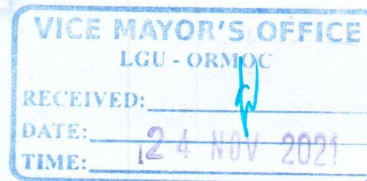
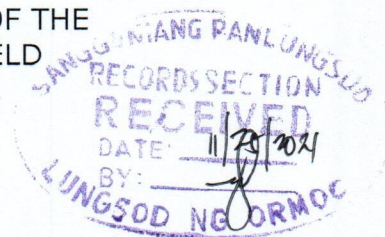


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



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 NOVEMBER 23, 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,  
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  
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

ON OFFICIAL BUSINESS:

Gregorio G. Yrastorza III,  
Lalaine A. Marcos,

(O.B. - Tacloban City), SP Member  
(O.B. - Cebu City), SP Member

**RESOLUTION NO. 2021-323**

**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  
TRANSPORTATION (DOTr) FOR THE FOLLOWING  
PURPOSES: 1.) IMPROVEMENT OF LANDING AREA,  
EXPANSION OF APRON, AND CONSTRUCTION OF TAXIWAY  
IN THE AMOUNT OF TWO HUNDRED FIFTEEN MILLION  
PHILIPPINE PESOS (PHP215,000,000.00) AND 2.) ROAD  
RIGHT OF WAY ACQUISITION IN THE AMOUNT OF TWO  
HUNDRED MILLION PHILIPPINE PESOS  
(PHP200,000,000.00).**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated November 16, 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 Transportation (DOTr) for the following purposes: 1.) Improvement of landing area, expansion of apron, and construction of taxiway in the amount of Two Hundred Fifteen Million Philippine Pesos (Php215,000,000.00) and 2.) Road Right of Way Acquisition in the amount of Two Hundred Million Philippine Pesos (Php200,000,000.00). Further requesting 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 November 17, 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 development of Ormoc Airport has been included among the priority projects of the National Government to serve the City of Ormoc including its influence area;

WHEREAS, it is the goal of the National Government that the operations of the Ormoc Airport be in conformity with the International Civil Aviation Organization (ICAO) Standards and Recommended Practices and with the Civil Aviation Authority of the Philippines (CAAP) Manual of Standards for Aerodomes;

WHEREAS, pursuant to Executive Order No. 292, Book IV, Title XV, Chapter 1, Section (3)2, the DOTr is empowered to call upon any agency, corporation, or organization, whether public or private, whose development programs include transportation as integral part thereof, to participate and assist in the preparation and implementation of such programs;

WHEREAS, pursuant to Section 7.3.3 of the Implementing Rules and Regulations of RA 9184 or 'Government Procurement Act of 2002', in order to hasten project implementation, Procuring Entities which may not have the proficiency or capability to undertake a particular procurement, as determined by the Head of the Procuring Entity concerned, may outsource the procurement tasks by requesting other government agencies to undertake such procurement for them, through execution of a Memorandum of Agreement (MOA) containing specific arrangements, stipulations, and covenants, in accordance with government budgeting, accounting, and auditing rules;

WHEREAS, pursuant to Section 17(c) of RA No. 7160 or the Local Government Code of 1991, in relation to Article 26 of its Implementing Rules and Regulations (IRR), Local Government Units can be validly designated as implementing agencies of public works and infrastructure projects and other facilities, programs, and services funded by the National Government under the annual General Appropriations Act (GAA), other special laws, pertinent executive orders, and those wholly or partially funded from foreign sources;

WHEREAS, RA 10752 otherwise known as An Act Facilitating the Acquisition of Right-of-Way Site or Location for National Government Infrastructure Projects provides for streamlined procedures for acquisition of Right of Way (ROW) or site for national government infrastructure projects, which may also be adopted by Local Government Units;

WHEREAS, LGU-Ormoc City has manifested its desire to support and assist the DOTr in the implementation of project by way of facilitating the acquisition of lots and improvements, including documentation of property transfer, and activities necessary or ancillary to site acquisition;

WHEREAS, the DOTR has a total amount of Four Hundred Fifteen Million Philippine Pesos (Php415,000,000.00) as provided from the National Expenditures Program (NEP) of CY 2022 allocated for the Ormoc Airport Development Project will be transferred to LGU-Ormoc City. From the total amount, Two Hundred Fifteen Million Philippine Pesos (Php215,000,000.00) will be utilized for the improvement of landing area, expansion of apron, and construction of taxiway and Two Hundred Million Philippine Pesos (Php200,000,000.00) will be used for site acquisition;

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 infrastructure of the Ormoc City Airport and the acquisition of right of way, 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 Roiland H. Villasencio, Chairman, Committee on Public Properties and SP Member Benjamin S. Pongos, Jr, Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Nolito M. Quilang, Joan Marbie C. Simbajon, Esteban V. Laurente, Peter M. Rodriguez, Eusebio Gerardo S. Penserga 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 TRANSPORTATION (DOTr) FOR THE FOLLOWING PURPOSES: 1.) IMPROVEMENT OF LANDING AREA, EXPANSION OF APRON, AND CONSTRUCTION OF TAXIWAY IN THE AMOUNT OF TWO HUNDRED FIFTEEN MILLION PHILIPPINE PESOS (PHP215,000,000.00) AND 2.) ROAD RIGHT OF WAY ACQUISITION IN THE AMOUNT OF TWO HUNDRED MILLION PHILIPPINE PESOS (PHP200,000,000.00);

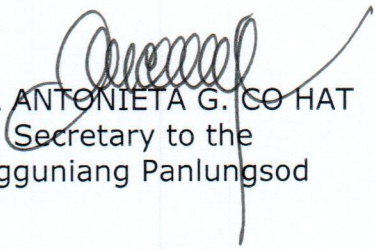
ADOPTED, November 23, 2021.

RESOLVED, FURTHER, that a copy of the final and 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 City Budget Officer; the City Accountant; the City Treasurer; the City Auditor; the Department of Transportation (DOTr); the CPDO; the CEO; 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



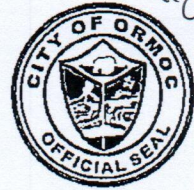
F. As of NOV-19, 2021 2:25 pm

Res. # 2021-323

Annex A



## MEMORANDUM OF AGREEMENT



### KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT (MOA), entered into by and between:

The **DEPARTMENT OF TRANSPORTATION (DOTr)**, a national government agency with principal office at Apo Court, Pinatubo Street corner Sergio Osmeña St., Clark Freeport Zone, Pampanga, Philippines, represented herein by its Undersecretary for Finance, **GIOVANNI Z. LOPEZ**, hereinafter referred to as "DOTr";

- and -

The **CITY GOVERNMENT OF ORMOC**, a local government unit duly organized and existing under Philippine laws with principal office at New Ormoc City Hall, Ormoc City, Leyte represented herein by its City Mayor, **RICHARD I. GOMEZ**, hereinafter referred to as the "LGU".

### WITNESSETH:

**WHEREAS**, the development of Ormoc Airport has been included among the priority projects of the National Government to serve the City of Ormoc including its influence area;

**WHEREAS**, it is the goal of the national government that the operations of the Ormoc Airport be in conformity with the International Civil Aviation Organization (ICAO) Standards and Recommended Practices and with the Civil Aviation Authority of the Philippines (CAAP) Manual of Standards for Aerodromes;

**WHEREAS**, pursuant to Executive Order No. 292, Book IV, Title XV, Chapter 1, Section (3)2, the DOTr is empowered to call upon any agency, corporation or organization, whether public or private, whose development programs include transportation as integral part thereof, to participate and assist in the preparation and implementation of such programs;

**WHEREAS**, pursuant to Section 7.3.3 of the Implementing Rules and Regulations of Republic Act No. 9184 (RA 9184 IRR), in order to hasten project implementation, Procuring Entities which may not have the proficiency or capability to undertake a particular procurement, as determined by the Head of the Procuring Entity concerned, may outsource the procurement tasks by requesting other government agencies to undertake such procurement for them, through the execution of a Memorandum of Agreement (MOA) containing specific arrangements, stipulations, and covenants, in accordance with government budgeting, accounting, and auditing rules;

**WHEREAS**, pursuant to Section 17(c) of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, in relation to Article 26 of its Implementing Rules and Regulations (IRR), Local Government Units can be validly designated as implementing agencies of public works and infrastructure

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

Atty. Josefine A. Vizcarra-Roma  
City Legal Officer

DATE: 11/19/2021



projects and other facilities, programs and services funded by the National Government under the annual GAA, other special laws, pertinent executive orders, and those wholly or partially funded from foreign sources;

WHEREAS, Section 7.6 of RA 9184 IRR allows procuring entities to undertake procurement activities short of award, pending the approval of the GAA and notwithstanding Section 7.2 thereof, to facilitate the immediate implementation of projects;

WHEREAS, the DOTr has a total amount of **Four Hundred Fifteen Million Pesos (PHP415,000,000.00)** as provided from the National Expenditures Program (NEP) of CY 2022 allocated for the **Ormoc Airport Development Project**. Portion of which shall be transferred to the LGU of Ormoc and will be utilized for the **Improvement of Landing Area, Expansion of Apron and Construction of Taxiway** in the amount of **Two Hundred Fifteen Million Pesos (PHP215,000,000.00)**;

NOW, THEREFORE, for and in consideration of the above premises, the parties hereby agree, as follows:

**I. Special Provisions**

The Parties agrees to recognize and abide by the dictates of **General Appropriations Act (GAA) of 2022**. This includes the Cash Budgeting System, reversion of unexpended or undisbursed funds and all other applicable provisions that will be reflected in GAA 2022.

**II. The DOTr shall:**

a. Upon approval and effectivity of the 2022 General Appropriations Act (GAA), issue the Letter of Advice of Allotment Release (LAAR) for the aforementioned Project and facilitate the release of funds according to the following tranches, subject to availability of Notice of Cash Allocation (NCA):

b.1. **1<sup>st</sup> Tranche** - 1.5% of the Programmed Amount for the Project to cover expenses in the pre-construction and supervision activities until expiration of the warranty of the completed project;

b.2. **2<sup>nd</sup> Tranche** - shall be released upon submission of approved Individual Program of Work, Implementation timelines, and disbursement plan for the project. The schedule of transfer of funds shall be on a quarterly basis, and the amount shall be based on the approved timelines and disbursement plan;

b.3. **Succeeding Tranches** - shall be released on a quarterly basis upon submission of Statement of Work Accomplishment (SWA), certified by the LGU, progress pictures of work activities undertaken, and liquidation of at least seventy-five percent (75%) of the earlier fund transfer;

REVIEWED

ORMOC CITY LEGAL OFFICE

\_\_\_\_ Approved

\_\_\_\_ Separate Opinion

\_\_\_\_ Drafted by CLO

\_\_\_\_ Not contrary to laws, public policy, moral.

\_\_\_\_ Amendments/Revisions

Atty. Josephine A. Uejia-Ormen  
City Legal Officer

DATE: 11/9/2022



b.4. The remaining balance shall be subject to ten percent (10%) retention of the contract cost and to be released upon submission of Statement of Work Accomplishment to support the completion of the project, pictures, and liquidation of at least seventy-five (75%) of the earlier fund transfer.

- b. Record the issuance, utilization, and liquidation, including documentation, of such fund transfer in accordance with the rules and regulations embodied in COA Circular No. 94-013, Item 3.0 of COA Circular No. 2012-001 and Circular No. 2016-002 dated 13 December 1994, 14 June 2012 and 31 May 2016, respectively;
- c. Evaluate/review and approve the Program of Work (POW), Detailed Engineering and Design (DED), Technical Specifications and Approved Budget for the Contract (ABC) submitted by the LGU;
- d. Designate observers (authorized representative/s) to the Bids and Awards committee (BAC) and Technical Working Group (TWG) meetings for the procurement of the Project;
- e. Attend the pre-construction conference and conduct periodic inspection, assessment and monitoring of the Project (including its financial aspect);
- f. Designate an authorized representative/s for the inspection and monitor of the implementation of the construction of the Project;
- g. Evaluate the performance of the LGU in the implementation of the Project and exercise auditorial power over the expenditure of the Project;
- h. Conduct a joint final inspection of the project site with the LGU prior to the issuance of the Certificate of Completion by LGU;
- i. Issue the Certificate of Final Acceptance, upon Turn-over of the LGU in due performance with the DED and Specifications to signify that the Project is satisfactorily completed and free from defects and deviations from the approved POW; and
- j. Rescind, terminate, revoke the MOA for a violation by LGU of its obligations in accordance with Section VIII. Termination and/or Rescission of this MOA.

REVIEWED

ORMOC CITY LEGAL OFFICE

**III. The LGU shall:**

Approved

Separate Opinion

Drafted by CLO

- a. Issue acknowledgement/official receipt (OR) and utilize the funds transferred by the DOTr, strictly in accordance with this Agreement, and subject to the applicable laws, rules and regulations;

Not contrary to laws, public policy, moral.

- b. Undertake the detailed engineering activities of the project, submit the plans, program of work, and Approved Budget for the Contract (ABC),

Amendments/Revisions

Atty. Josephine M. Mañalac  
City Legal Officer

DATE:

11/19/2021

*[Handwritten signature]*



construction schedule, disbursement schedule, and other necessary documents for submission to DOTr for its review and approval;

- c. Ensure ownership of the lot/area where the proposed project is to be constructed, including access roads leading to the project in accordance with RA 10752 and other applicable laws;
- d. Guaranty that the project area and all its right-of-way are free of informal settlers and other obstruction that may hamper/interfere with the implementation and operation of the project;
- e. Pending the issuance of General Appropriations Act (GAA) of 2022, undertake procurement of the Project short of award, when feasible. The Award of Contract of those projects included in the National Expenditure Program (NEP) and undertaken through Early Procurement Activity (EPA) may be made only upon the approval and effectivity of the 2022 GAA.
- f. Procurement activities to be undertaken by the LGU shall be in accordance with:
  - h.1. RA 9184 and its 2016 Revised IRR;
  - h.2. Memorandum of Cabinet Secretary Leoncio B. Evasco, Jr. dated 05 February 2018 mandating for government contracts involving infrastructure projects to include a stipulation that a contractor's slippage of more than thirty (30) days would result in non-payment, contract's cancellation, blacklisting of the contractor and engagement of another contractor to finish the project, in addition to the grounds provided in RA 9184 and its IRR; and
  - h.3. Presidential Directive No. 2017-0318 dated 28 July 2017 directing all government offices to ensure that government transactions and contracts with suppliers and external parties are paid within fifteen (15) days, subject to existing laws, rules and regulations.

- g. Designate qualified officer and employees and to take charge of the planning procurement and implementation of the project and to coordinate closely with the representative(s) of the DOTr;

ORMOC CITY LEGAL OFFICE

Notify the DOTr observer in writing at least seven (7) calendar days prior to the conduct of any procurement activity;

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

- i. Furnish copies of all notices, resolutions and other documents as may pertain to the procurement of the project and to submit to the DOTr an update/progress of the procurement activity in writing at the end of every month;

- j. Secure all necessary permits and clearances from the concerned government offices prior to the actual implementation of the project;

Atty. Josephine A. Roa-Rom

Y: City Legal Officer DATE: 11/19/20



- k. Implement the construction, development or improvement of the project in accordance with law, pertinent rules and regulations, and the provisions of this MOA;
- l. Provide full time supervision in the construction of the project, maintaining a continuing and close liaison and cooperation with the authorized representative(s) of the DOTr to ensure that the implementation conforms with the plans and specifications mutually approved by DOTr and LGU and within the allotted budget and time schedule per approved project schedule/BAR Chart;
- m. Submit periodic reports in relation to the project, including but not limited to, achievement of milestones and progress of the project to DOTr through the DOTr-Project Monitoring and Evaluation Service (PMES);
- n. Allow authorized representative(s) of DOTr, OP-PMS and other Government Agencies to conduct monthly inspection of the project to determine full compliance with the terms and conditions of this MOA;
- o. Consult and seek the written concurrence of the DOTr should there be changes of design, scope of work, construction methods and quality control in the execution of the project;
- p. Provide safe shelter, service vehicle and ample security to DOTr/Government personnel during the conduct of the periodic inspection and monitoring of the project;
- q. Upon completion of the project, return to DOTr any fund balance, including any interest thereon;
- r. Allow the audit of the disbursements out of the trust accounts in accordance with existing COA Regulations;
- s. Within ten (10) days after the end of each month, submit to the DOTr monthly report of funds issued and report of disbursement certified correct by the Accountant, approved by the Official concerned and with proof of receipt of said reports by the Auditor concerned, including copies of paid disbursement vouchers, in connection with the implementation of the project. Only actual expenses shall be reported;

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

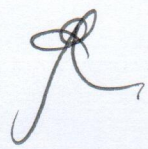
Ammendments/Revisions

Atty. Josephine A. Alibon  
City Legal Officer

DATE: 11/9/19

t. Comply with the rules and regulations embodied under COA Circular No. 94-013, Item 3 of Circular No. 2012-001 and Circular No. 2016-002 dated December 13, 1994, June 14, 2012 and May 31, 2016, respectively for the receipt, utilization, documentation, disbursement and liquidation of money/cash transfer from the DOTr;

u. Upon completion of the project, the LGU shall turnover pertinent and relevant documents to DOTr and shall submit to the latter liquidation documents, such as, but not limited to the following:





- i. Copy of as-built drawings;
  - ii. Copies of all Official Receipt (O.R.) acknowledging receipt of the funds;
  - iii. Report of Checks issued and Report of Disbursements certified correct by the Accountant, approved by the official concerned, and duly audited by the Auditor(s) concerned including copies of Certificate of Completion and Certificate of Acceptance for completed projects;
  - iv. Copy of the O.R. issued for the refund to DOTr of unexpended/unutilized balance of fund transferred, included any interest thereof; and
  - v. Other liquidation documents as may be required by existing budget, accounting and auditing rules and regulations.
- v. Ensure that all warranties and representation by the contractors, suppliers under RA 9184 and its 2016 Revised IRR and other applicable laws are enforced.
- IV. The DOTr and LGU shall perform their tasks in accordance with the provisions of this MOA.**
- V. Deposit of Project Fund and Accounting Procedures**

The DOTr shall issue the check/Advice to Debit Account (ADA) that will be used for the Project to an account that the LGU shall assign solely for the implementation of the Project. The check shall be issued in the name of the LGU for deposit to its trust account in its authorized government depository bank. The LGU shall issue its official receipt in acknowledgment.

The LGU shall maintain separate and distinct account for the project. A copy of the Reports of Check Issued and Report of Disbursement shall be turned over to DOTr upon issuance of the Certificate of Final Acceptance by the DOTr for the project.

REVIEWED VI.

**Conduct of Joint Final Inspection**

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public  
policy, moral.

The DOTr, Civil Aviation Authority of the Philippines (CAAP) and the LGU shall conduct joint inspection of the completed works prior to the issuance of the Certificate of Project Completion by the LGU.

The Certificate of Final Acceptance shall be jointly signed by authorized representatives from DOTr, CAAP, LGU and Constructor, one (1) year after the project completion.

**VII. Turnover and Ownership of the Airport Facilities**

Amendments/Revisions

Atty. Josephine A. Mejia-Roma  
City Legal Officer

DATE:



The completed airport facilities constructed using the Project Fund shall be turned-over by LGU to the DOTr upon issuance by the LGU of the Certificate of Completion. Likewise, all items/properties acquired during the implementation shall be owned or turned-over to DOTr. It shall be the responsibility of the DOTr to turn over the completed airport facilities to the CAAP.

VIII. Termination and/or Rescission

The DOTr reserves the right to rescind, terminate, revoke the Agreement for a violation by the LGU of its obligations and/or for grounds otherwise provided by the law. Any termination of this Agreement shall be without prejudice to rights and liabilities, which have accrued under this Agreement the date of termination, or with respect to any antecedent breach of the terms hereof, prior to termination, or any amount owing or due under this Agreement.

"The parties further agree that such rescission, termination, or revocation may be affected via a Notice of Termination executed by the DOTr, upon verification of the acts or causes which may constitute ground (s) for termination."

The LGU shall automatically return to DOTr the unutilized/unexpended funds upon termination or immediately after expiration of this Agreement.

IX. Effectivity

This Memorandum of Agreement shall take effect upon signing/ approval of the parties hereto. The provisions of this MOA pertaining to the release of funds for the implementation of the project [i.e., Section II shall become effective only upon approval and effectivity of 2022 General Appropriations Act (GAA).

This MOA shall remain valid and effective until the completion of all undertakings of respective parties herein, unless earlier terminated or rescinded.

REVIEWED ☒

Miscellaneous Provisions

ORMOC CITY LEGAL OFFICE

a. If one or more provisions of this Agreement are head to be unenforceable under applicable laws, such provisions shall be excluded from this Agreement. The other provisions of this Agreement shall be interpreted as if such provisions were so excluded shall be enforceable in accordance with its terms.

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

b. This Agreement may be amended, partially or wholly, by mutual agreement of the parties done in writing.

Ammendments/Revisions

Atty. Josephine A. Mejia-S.  
City Legal Officer

DATE: NOV 19 2021



IN WITNESS WHEREOF, the parties have hereunto set their hands, this \_\_\_\_\_ day of \_\_\_\_\_, at the City of \_\_\_\_\_.

DEPARTMENT OF  
TRANSPORTATION  
By:

LOCAL GOVERNMENT UNIT OF  
ORMOC  
By:

GIOVANNI Z. LOPEZ  
Undersecretary for Finance

RICHARD I. GOMEZ  
Mayor

Approved:

ARTHUR P. TUGADE  
Secretary

Signed in the Presence of

ACKNOWLEDGMENT

Republic of the Philippines )  
 ) S.S

BEFORE ME, a Notary Public for and in \_\_\_\_\_, in this  
2021, personally appeared the following:

Name	Government Identification	Date and Place of Issue
Giovanni Z. Lopez	DOTR ID No. 3293	Undated/DOTr

Known to me to be the same person who executed the foregoing instrument and having acknowledged to me that the same is his free act and deed as well as the free and voluntary act and deed on the entity they respectively represented.

REVIEWED

ORMOC CITY LEGAL OFFICER

This instrument consisting of nine (9) pages including this page, which has been signed by the Parties together with their instrumental witnesses at the bottom of the instrument and on each every page thereof.

Approved

IN WITNESS WHEREOF, I have hereto affixed my signature and notarial seal on these presents at the place and on the date first above written.

Separate Opinion

Doc. No.

Drafted by CLO

Page No.

Book No.

Not contrary to

policy, moral.

Amendments/Revis

BY: \_\_\_\_\_

City Legal Officer

DATE: \_\_\_\_\_

NOV 19 2021



ACKNOWLEDGMENT

Republic of the Philippines )  
Ormoc City ) S.S

BEFORE ME, a Notary Public for and in Ormoc city, in this  
2021, personally appeared the following:

Name	Government Identification	Date and Place of Issue
Richard I. Gomez		

Known to me to be the same person who executed the foregoing instrument and having acknowledged to me that the same is his free act and deed as well as the free and voluntary act and deed on the entity they respectively represented.

This instrument consisting of nine (9) pages including this page, which has been signed by the Parties together with their instrumental witnesses at the bottom of the instrument and on each every page thereof.

IN WITNESS WHEREOF, I have hereto affixed my signature and notarial seal on these presents at the place and on the date first above written.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2021.

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public  
policy, moral.

Amendments/Revisions

Atty. Josephine A. De la Romen  
City Legal Officer

DATE: NOV 19 2021



As of NOV. 19, 2021 2:25 PM



## MEMORANDUM OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT (MOA), entered into by and between:

The **DEPARTMENT OF TRANSPORTATION (DOTr)**, a national government agency with principal office at Apo Court, Pinatubo Street corner Sergio Osmeña St., Clark Freeport Zone, Pampanga, Philippines, represented herein by its Undersecretary for Finance, **GIOVANNI Z. LOPEZ** hereinafter referred to as "DOTr";

- and -

The **CITY GOVERNMENT OF ORMOC**, a local government unit duly organized and existing under Philippine laws with principal office at New Ormoc City Hall, Ormoc City, Leyte represented herein by its City Mayor, **RICHARD I. GOMEZ**, hereinafter referred to as the "LGU".

### WITNESSETH:

**WHEREAS**, the development of Ormoc Airport has been included among the priority projects of the National Government to serve the City of Ormoc including its influence area;

**WHEREAS**, it is the goal of the national government that the operations of the Ormoc Airport be in conformity with the International Civil Aviation Organization (ICAO) Standards and Recommended Practices and with the Civil Aviation Authority of the Philippines (CAAP) Manual of Standards for Aerodromes;

**WHEREAS**, RA 10752 (An act Facilitating the Acquisition of Right-of-Way Site or Location for National Government Infrastructure Projects) provides for streamlined procedures for acquisition of right of way (ROW) or site for national government infrastructure projects, which may also be adopted by local government units;

**WHEREAS**, the LGU has manifested its desire to support and assist the DOTr in the implementation of project by way of facilitating the acquisition of lots and improvements found thereon, including documentation of property transfer, and activities necessary or ancillary to site acquisition;

**WHEREAS**, the DOTr has a total amount of **Four Hundred Fifteen Million Pesos (PHP415,000,000.00)** as provided from the National Expenditures Program (NEP) of CY 2022 allocated for the **Ormoc Airport Development Project**. Portion of which shall be transferred to the LGU of Ormoc and will be utilized for the **Site Acquisition and improvements needed by the project and other related activities**, in the amount of **Two Hundred Million Pesos (PHP200,000,000.00)**;

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

Atty. Josephine A. [Signature]

BY: City Legal Officer

DATE: NOV 19 2021



NOW, THEREFORE, for and in consideration of the above premises, the parties hereby agree, as follows:

**I. Special Provisions**

The Parties agrees to recognize and abide by the dictates of **General Appropriations Act (GAA) of 2022**. This includes the Cash Budgeting System, reversion of unexpended or undisbursed funds and all other applicable provisions that will be reflected in GAA 2022.

**II. The DOTr shall:**

- a. Upon approval and effectivity of the 2022 General Appropriations Act (GAA), issue the Letter of Advice of Allotment Release (LAAR) for the aforementioned Project and facilitate the release of funds according to the following tranches, subject to availability of Notice of Cash Allocation (NCA):

b.1. **1<sup>st</sup> Tranche** - 90% of the Programmed Amount shall be released upon submission of approved program of work; approved parcellary plan; valuation of properties including improvements found thereon as certified by the Government Financial Institution (GFI) or Independent Property Appraiser (IPA); disturbance compensation (if applicable); assistance to displace people (if applicable); Resettlement Action Plan; individual Deed of Sale (DOAS); other contracts entered into by the LGU to carry out acquisition activities and other functions ancillary to the timeline and disbursement plan of the site acquisition activities.

b.2. **2<sup>nd</sup> Tranche** -10% of the Program Amount shall be released upon submission of Land Title under the name of the Republic of the Philippines through the DOTr, and the liquidation of at least seventy five percent (75%) of the earlier fund release;

- b. Validate the Parcellary Plan prepared by the consultant/s hired by the LGU and identify the areas to be acquired;

- c. Record the issuance, utilization, and liquidation, including documentation, of such fund transfer in accordance with rules and regulations embodied in COA Circular No. 94-013, Item 3.0 of COA Circular No. 2012-001 and Circular No. 2016-002 dated 13 December 1994, 14 June 2012 and 31 May 2016, respectively;

- d. Coordinate and monitor the site/right-of-way acquisition activities in accordance with the approved Resettlement Framework and Program of Work through its Project Management Office or Project Officer;

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public

policy, moral.

Amendments/Revisions

Atty. Josephine A. Deja-Romero

BY: City Legal Officer

DATE: NOV 19 2021



- e. Upon recommendation of the LGU, initiate the expropriation proceedings if necessary; and
- f. Approved Resettlement Framework that is compliant with pertinent Philippine laws and regulation which would guide and govern the whole implementation of the acquisition of the right-of-way for the Project.

### III. The LGU shall:

- a. Accept the funds transferred by the DOTr and utilize the same in accordance with purposes for which they were intended, such as, but not limited to, the initiation and conduct of the process of acquisition through sale, expropriation and/or other modes of acquisition of affected lots and the improvements found thereon in accordance with the provisions of Republic Act No. 10752, procurement of service for appraisal, survey works and related activities, and all costs/expenses to be incurred for the transfer of the title of the properties acquired in the name of the DOTr;
- b. Issue acknowledgement/official receipt (OR) and utilized the funds transferred by the DOTr, strictly in accordance with this Agreement, and subject to the applicable laws, rules and regulations and comply with the Cash Budgeting System provision that will be reflected in GAA 2022;
- c. Designate qualified and competent officials and employees who will implement this MOA in accordance with the PMO, subject to oversight by appropriate DOTr officials;
- d. Prepare and submit a Program of Work, with expected dates/schedules of implementation and completion, or the acquisition of the affected lots and improvements found thereon, including related ancillary activities, subject to written approval by DOTr;
- e. Ensure that the ROW / site acquisition is undertaken consistent with the provisions of RA 10752 and its IRR and the related provisions of the Local Government Code;

- f. Where necessary, secure all necessary permits and clearances from the concerned government offices prior to the actual implementation of the project
- g. Initiate the process of acquisition through sale, and/or mode of acquisition, and/or recommend to DOTr the initiation of expropriation proceedings of the affected lots and the improvements found thereon in accordance with the provisions of RA 10752; and ensure that during the implementation of the Ormoc Airport Development Project; the areas are clear and free from any dwellers (if any) within five (5) months from the signing and approval of this Agreement and actual receipt of 1<sup>st</sup> tranche of funds as stated herein;

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

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Drafted by CLO

Not contrary to laws, public

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Amendments/Revisions

Atty. Josephine A. Naga-Romero

City Legal Officer

DATE: NOV 19 2021



- h. Ensure that the affected lots are properly re-classified with its Assessor's Office for purposes of the project;
- i. Cause and undertake the transfer of the title of the properties acquired in the name of the DOTr;
- j. Procure the service of an Independent Property Appraiser (IPA) or a Government Financial Institution (GFI) for the purpose of undertaking property appraisal and related activities (e.g., conduct of parcellary survey, tagging of PAPs, etc.), in accordance with the Agreement, and subject to the applicable laws, rules and regulations;
- k. Within the allowable funds and as may be necessary, procure technical consultants for the conduct of survey works and other engineering works, hire project personnel required to undertake the LGU obligations under this MOA and other activities necessary or ancillary to site acquisition (e.g., research on property ownership, parcellary survey if not included in the deliverables of the IPA or GFI, consolidation of documents including TCTs and tax declarations, etc.), including the establishment of an office with the needed and equipment to carry out such function, in accordance with this Agreement, and subject to the applicable laws, rules and regulations;
- l. Furnish copies of all notices, resolutions and other documents as may pertain to the site acquisition and submit to DOTr a Progress Report at the end of every month;
- m. Within ten (10) days after the end of each month and at the end of the agreed period for the project, the LGU shall submit a Report of Checks Issued (RCI) and the Report of Cash Disbursements (RCDISB) to report the utilization of the funds. Only actual project expenses shall be reported. The reports shall be approved by the Head of LGU.

REVIEWED	n. Comply with the rules and regulations embodied under COA Circular No. 91-013, Item 3.0 of Circular No. 2012-001 and Circular No. 2016-002 dated 13 December 1994, 14 June 2012 and 31 May 2016, respectively for the receipt, utilization, documentation, disbursement and liquidation of money/cash transfer from the DOTr;
ORMOC CITY LEGAL OFFICE	
Approved	
Separate Opinion	o. Submit to DOTr the following pertinent and relative documents, such as, but not limited to the following:
Drafted by CLO	i. Copy of the Official Receipt (O.R.) acknowledge receipt of the fund;
Not contrary to laws, public policy, moral.	ii. Copy of the O.R. issued for the refund to the DOTr of unexpended/unutilized balance of fund transferred, including any interest thereof;
Amendments/Revisions	
BY: Atty. Josephine A. Mejia-Romero City Legal Officer	DATE: NOV 19 2021



- iii. Copies of the Individual Deed of Absolute Sale (DOAS) entered into by the LGU, including Land Titles, etc.
- iv. Land Titles under the name of Republic of the Philippines through the DOTr;
- v. Other liquidation documents as may be required by existing budget, accounting and auditing rules and regulations.
- p. Allow audit the disbursements out of the trust accounts in accordance with existing COA Regulations;
- q. Liquidate all funds transferred and received by it in accordance with existing laws and Commission on Audit rules and regulations. Upon full liquidation of the amount transferred, recommend to DOTr for additional funding, if necessary, to acquire all the lots needed for the Project in consonance with the Approved Program of Work. Additional funding shall be subject to funds availability, or its absence, to budget programming;
- r. LGU shall return to DOTr any unused balance upon completion of the project.
- IV. The DOTr and LGU shall perform their tasks in accordance with the provisions of this MOA.
- V. Deposit of Project Fund and Accounting Procedures

The DOTr shall issue the check/Advice to Debit Account (ADA) that will be used for the Project to an account that the LGU shall assign solely for the implementation of the Project. The check shall be issued in the name of the LGU for deposit to its trust account in its authorized government depository bank. The LGU shall issue its official receipt in acknowledgment.

A copy of the Reports of Check Issued and Report of Disbursement shall be turned over to DOTr.

#### VI. Termination and/or Rescission

The DOTr reserves the right to rescind, terminate, revoke the Agreement for a violation by LGU of its obligations and/or for grounds otherwise provided by law. Any termination of this Agreement shall be without prejudice to rights and liabilities, which have accrued under this Agreement the date of termination, or with respect to any antecedent breach of the terms hereof, prior to termination, or any amount owing or due under this Agreement.

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

By: Josephine Mejia-Romero  
City Legal Officer

DATE: NOV 19 2021



The parties agree that such rescission, termination, or revocation may be effected via Notice of Termination executed by the DOTR, upon verification of the acts or causes which may constitute ground(s) for termination.

The parties further agree that the site/right-of-way activity is not commenced by the LGU within sixty (60) days from actual receipt of the initial release of funds, this Agreement shall be considered of no force and effect and any funds shall revert to DOTr.

The LGU shall automatically return to DOTR the unutilized/unexpended funds upon termination or immediately after expiration of this Agreement.

VII. Effectivity

This Memorandum of Agreement shall take effect upon signing/ approval of the parties hereto. The provisions of this MOA pertaining to the release of funds for the implementation of the project [i.e., Section II shall become effective only upon approval and effectivity of 2022 General Appropriations Act (GAA).

This MOA shall remain valid and effective unless earlier terminated or rescinded.

VIII. Miscellaneous Provisions

a. If one or more provisions of this Agreement are head to be unenforceable under applicable laws, such provisions shall be excluded from this Agreement. The other provisions of this Agreement shall be interpreted as if such provisions were so excluded shall be enforceable in accordance with its terms.

b. This Agreement may be amended, partially or wholly, by mutual agreement of the parties done in writing.

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to law, public policy, moral day of

Amendments/Revisions

Atty. Josephine A. Vitor-Romero  
City Legal Officer

DEPARTMENT OF TRANSPORTATION

DATE: 11/01/2022

By:

IN WITNESS WHEREOF, the parties have hereunto set their hands, this \_\_\_\_\_ day of \_\_\_\_\_, at the City of \_\_\_\_\_.

CITY GOVERNMENT OF ORMOC

By:



GIOVANNI Z. LOPEZ  
Undersecretary for Finance

HON. RICHARD I. GOMEZ  
Mayor

Approved:

ARTHUR P. TUGADE  
Secretary

Signed in the Presence of

\_\_\_\_\_

ACKNOWLEDGMENT

Republic of the Philippines )  
\_\_\_\_\_ ) S.S

BEFORE ME, a Notary Public for and in \_\_\_\_\_, in this  
\_\_\_\_\_ 2021, personally appeared the following:

Name	Government Identification	Date and Place of Issue
Giovanni Z. Lopez	DOTR ID No. 3293	Undated/DOTr

Known to me to be the same person who executed the foregoing instrument and having acknowledged to me that the same is his free act and deed as well as the free and voluntary act and deed on the entity they respectively represented.

REVIEWED  
ORMOC CITY LEGAL OFFICE  
This instrument consisting of eight (8) pages including this page, which has been signed by the Parties together with their instrumental witnesses at the bottom of the instrument and on each every page thereof.

IN WITNESS WHEREOF, I have hereto affixed my signature and notarial seal on these presents at the place and on the date first above written.

\_\_\_\_ Approved

\_\_\_\_ Separate Opinion

\_\_\_\_ Drafted by CLO  
\_\_\_\_ Not contrary to laws, public policy, moral.  
\_\_\_\_ Amendments/Revisions  
\_\_\_\_ DATE: \_\_\_\_\_

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Book No. \_\_\_\_\_  
Series of 2021.

Atty. Josephine A. Reyes-Romero  
City Legal Officer



ACKNOWLEDGMENT

Republic of the Philippines )  
Ormoc City ) S.S

BEFORE ME, a Notary Public for and in Ormoc city, in this  
2021, personally appeared the following:

Name	Government Identification	Date and Place of Issue
Richard I. Gomez		

Known to me to be the same person who executed the foregoing instrument and having acknowledged to me that the same is his free act and deed as well as the free and voluntary act and deed on the entity they respectively represented.

This instrument consisting of eight (8) pages including this page, which has been signed by the Parties together with their instrumental witnesses at the bottom of the instrument and on each every page thereof.

IN WITNESS WHEREOF, I have hereto affixed my signature and notarial seal on these presents at the place and on the date first above written.

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Series of 2021.

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public  
policy, moral.

Amendments/Revisions

Atty. Jose Maria A. Mejia-Romero  
BY: City Legal Officer

DATE: NOV 19 2021