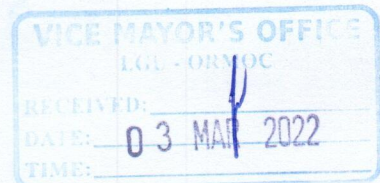
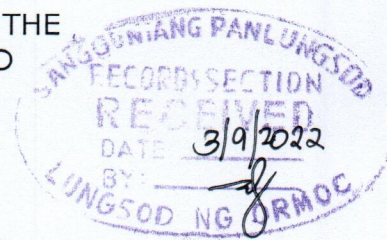


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 MARCH 01, 2022



PRESENT:

Leo Carmelo L. Locsin, Jr.
Benjamin S. Pongos, Jr.,
Roiland H. Villasencio,
Tomas R. Serafica,
Nolito M. Quilang,
Eusebio Gerardo S. Penserga,
Jasper M. Lucero,
Peter M. Rodriguez,
Vincent L. Rama,
Gregorio G. Yrastorza III,
Lalaine A. Marcos,
Esteban V. Laurente,

City Vice Mayor & Presiding Officer
SP Member, Majority Floor Leader
SP Member, 1st Asst. Majority Floor Leader
SP Member, Presiding Officer "Pro-Tempore"
SP Member, 2nd Asst. Majority Floor Leader

SP Member
SP Member
SP Member
SP Member
SP Member
SP Member

Joan Marbie C. Simbajon,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

Ex-Officio SP Member, Chapter President,
Liga ng mga Barangay ng Ormoc
Ex-Officio SP Member, Chapter President,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2022-057

**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.) LOT ACQUISITION IN THE AMOUNT OF
EIGHTY-THREE MILLION PHILIPPINE PESOS
(PHP83,000,000.00) AND 2.) IMPROVEMENT OF LANDING
AREA, EXPANSION OF APRON AND CONSTRUCTION OF
TAXIWAY IN THE AMOUNT OF THREE HUNDRED
THIRTY-TWO MILLION PHILIPPINE PESOS
(PHP332,000,000.00), RATIFYING ALL ACTS RELATED
THERETO WITH SP RESOLUTION NO. 2021-323**

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.) Lot acquisition in the amount of Eighty Three Million Pesos (PHP 83,000,000.00) and 2.) Improvement of landing area, expansion of apron and construction of taxiway in the amount of Three Hundred Thirty Two Million Pesos (PHP 332,000,000.00), ratifying all acts related thereto with SP Resolution No. 2021-323. 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 SP Resolution No. 2021-323 adopted on November 23, 2021, a total amount of PHP 415,000,000.00 was allocated for improvement of infrastructure and road right of way for the Ormoc City Airport through a MOA with DOTr and the City Government of Ormoc, a copy of the Resolution is hereto attached as ANNEX "B" and made an integral part hereof;

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, the DOTr has available funds of Eighty-Three Million Philippine Pesos (PHP83,000,000.00) and Three Hundred Thirty-Two Million Philippine Pesos (PHP332,000,000.00), as provided from the General Appropriations Act (GAA) of CY 2022 allocated for the Ormoc Airport for site acquisition and the improvement of landing area, expansion of apron and construction of taxiway.

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;

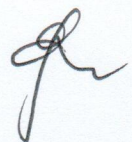
WHEREAS, pursuant to Section 7.3.3 of the Implementing Rules and Regulations of RA 9184 or 'Government Procurement Act of 2002', in order to hasten project implementation, Procuring Entities which may not have the proficiency or capability to undertake a particular procurement, as determined by the Head 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 so 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, 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 Benjamin S. Pongos, Jr, Chairman, Committee on Laws and Ordinances and SP Member Roiland H. Villasencio, Chairman, Committee on Public Properties, severally seconded by SP Members Tomas R. Serafica, Nolito M. Quilang, Peter M. Rodriguez, Vincent L. Rama, Gregorio G. Yrastorza III, Lalaine A. Marcos, Esteban V. Laurente and Joan Marbie C. Simbajon; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF TRANSPORTATION (DOTr) FOR THE FOLLOWING PURPOSE: 1.) LOT ACQUISITION IN THE AMOUNT OF EIGHTY-THREE MILLION PHILIPPINE PESOS (PHP83,000,000.00) AND 2.) IMPROVEMENT OF LANDING AREA, EXPANSION OF APRON AND CONSTRUCTION OF TAXIWAY IN THE AMOUNT OF THREE HUNDRED THIRTY-TWO MILLION PHILIPPINE PESOS (PHP332,000,000.00), RATIFYING ALL ACTS RELATED THERETO WITH SP RESOLUTION NO. 2021-323;

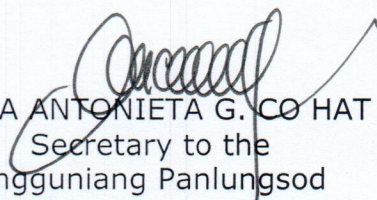
ADOPTED, March 01, 2022.

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;

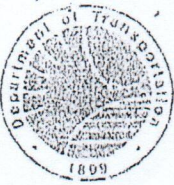
CARRIED UNANIMOUSLY.

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



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, Philippines represented herein by its City Mayor, **HON. RICHARD I. GOMEZ**, hereinafter referred to as the "LGU".

WITNESSETH:

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, the DOTr has available funds of **Eighty-Three Million Pesos (PHP83,000,000.00)**, as provided from the General Appropriations Act(GAA) of CY 2022 allocated for the **Ormoc Airport**. The said fund will be utilized for the **Site Acquisition**.

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 the project by way of facilitating the acquisition of lots and the improvements found thereon, including documentation of the property transfer, and activities necessary or ancillary to site acquisition;

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

I. Special Provisions

- a. The Parties recognize and abide by the dictates of Executive Order No. 91, s. 2019 and E.O. 292, Book VI, pertinent provisions of which are as follows:

a.1. The **Cash Budgeting System** provides that all authorized appropriations shall be available for obligation and disbursement only until the end of each fiscal year to facilitate immediate implementation arrangements and proper procurement strategy for the Project.
(Executive Order No. 91, s. 2019)

a.2 At the end of validity period, all unreleased appropriations shall lapse, while unexpected or undisturbed funds shall revert to the unappropriated surplus of the General Fund. (E.O. 292, Book VI, Chapter 4, Section 28).

II. The DOTr shall:

- a. Upon approval and notarization of the MOA, 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):

a.1. 1st Tranche - 90% of the Program 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 GFI or Independent Property Appraiser (IPA); disturbance compensation (if applicable); assistance to displaced 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 ancillary; timeline and disbursement plan of the site acquisition activities.

a.2. 2nd 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 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;
- 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 (PMO) or Project Officer.

- e. Upon recommendation of the LGU, initiate the expropriation proceedings if necessary; and
- f. Approve Resettlement Framework that is compliant with pertinent Philippine laws and regulations 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 the 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 services 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 utilize 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 of RA 11520 referred to in Section I Special Provisions of this MOA;
- c. Designate qualified and competent officials and employees who will implement this MOA in coordination with the PMO, subject to oversight by appropriate DOTr officials;
- d. Submit a Certification from a Bank signifying that it is the designated depository bank of the LGU;
- e. Submit Certification confirming that the Special Disbursing Officer/s (SDOs) of the LGU are properly designated and bonded in accordance with Section 101 of P.D. 1445;
- f. Prepare and submit a Program of Work, with expected dates/schedules of implementation and completion, for the acquisition of the affected lots and improvements found thereon, including related ancillary activities, subject to written approval by DOTr;
- g. 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;
- h. Secure all necessary permits and clearances from the concerned government offices prior to the actual implementation of the project;

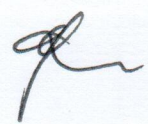
- i. Initiate the process of acquisition through sale, and/or modes of acquisition, and/or recommended to DOTR the initiation of expropriation proceedings of the affected lots and the improvements found thereon in accordance with the provisions of RA 10752; and ensure that during the implementation of 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 1st tranche of funds as stated herein;
- j. Ensure that the affected lots are properly re-classified for purposes of the project;
- k. Cause and undertake the transfer of the title of the properties acquired in the name of the DOTR;
- l. Procure the services 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 this Agreement, and subject to the applicable laws, rules and regulations;
- m. 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.), in accordance with this Agreement, and subject to the applicable laws, rules and regulations;
- n. Prepare the Purchase Request and other necessary documents for the procurement of infrastructure, goods and services, as may be required by the Project, in accordance with Republic Act No. 9184, otherwise known as the *Government Procurement Reform Act*, and its Revised IRR;
- o. Furnish copies of all notices, resolutions and other documents as may pertain to the procurement of infrastructure, goods and services and submit to DOTR a Progress Report at the end of every month;
- p. Ensure that all warranties and representation by the contractors/suppliers under RA 9184, and its Revised IRR, and other applicable laws are enforced;
- q. Within ten (10) days after the end of each month and 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;

- r. Comply with the rules and regulations embodied under COA Circular No. 94-013, 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;
- s. Submit to DOTr the following pertinent and relevant documents, such as, but not limited to the following:
 - s.1. Copy of the Official Receipt (O.R.) acknowledging receipt of the fund;
 - s.2. Copy of the O.R. issued for the refund to the DOTr of unexpended/unutilized balance of fund transferred, including any interest thereof;
 - s.3. Copies of the Individual Deed of Absolute Sale (DOAS) entered into by the LGU, including Land Titles, etc.
 - s.4. Land Titles under the name of the Republic of the Philippines through the DOTr;
 - s.5. Other liquidation documents as may be required by existing budget, accounting and auditing rules and regulations.
- t. Allow audit the disbursements out of the trust accounts in accordance with existing COA Regulations;
- u. 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 in its absence, to budget programming;
- v. 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.



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.

VI. Conduct of Joint Final Inspection

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

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 terminate or rescind this Agreement upon (a) breach of any provision hereof; (b) after it has been determined that the LGU's accomplishment/performance is unsatisfactory, based on the approved POW, (c) for grounds otherwise provided by law, by serving a written notice of termination or rescission at least fifteen (15) days prior to the actual termination or rescission. Any amount unused shall, after proper accounting, be turned over to the DOTr after such termination or rescission.

The termination of this Agreement shall be without prejudice to rights and liabilities which have accrued under this Agreement at the date of termination, to any antecedent breach of its terms prior to termination, or to any amount owing or due under this Agreement.

Any amount unused shall, after proper accounting, be turned over to the DOTr after such termination, rescission, or expiration of this Agreement.

IX. Effectivity

This Memorandum of Agreement shall take effect upon signing/ approval of the parties hereto unless earlier terminated or rescinded.

X. Miscellaneous Provisions

- a. If one or more provisions of this Agreement are held 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 provision 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.

IN WITNESS WHEREOF, the parties hereunto have set their hands on this _____ day of _____ at _____, Philippines.

DEPARTMENT OF TRANSPORTATION

LOCAL GOVERNMENT UNIT OF
ORMOC

By:

By:

GIOVANNI Z. LOPEZ
Undersecretary for Finance

HON. RICHARD I. GOMEZ
Mayor

Approved by:

AS PER SP RESOLUTION NO. 2021-323

ARTHUR P. TUGADE
Secretary

Signed in the presence of

Josephine Sta Romana
Ormoc City Assessor

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, for and in _____, this _____ day of _____, personally appeared the following:

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

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

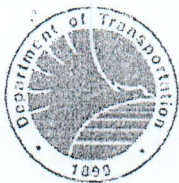
This instrument consisting of eight (8) pages including this page, which has been signed by the Parties together with their instrumental witnesses at the bottom of the instrument and on each every page thereof.

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.

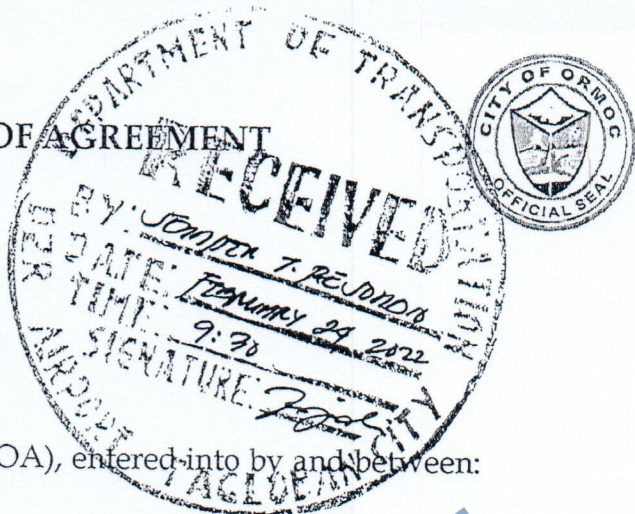
Notary Public

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





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, Philippines represented herein by its City Mayor, HON. RICHARD I. GOMEZ, hereinafter referred to as the "LGU".

WITNESSETH:

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, the DOTr has available funds of Three Hundred Thirty Two Million Pesos (PHP332,000,000.00), as provided from the General Appropriations Act(GAA) of CY 2022 allocated for the Ormoc Airport. The said fund will be utilized for the Improvement of Landing Area, Expansion of Apron and Construction of Taxiway.

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 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 (Local Government Code of 1991), in relation to Article 26 of its Implementing Rules and Regulations (IRR), **Local Government Units** (like the Local Government Unit of Ormoc) 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, other special laws, pertinent executive orders and those wholly or partially funded from foreign sources;

WHEREAS, the DOTr has been granted appropriations for the **Ormoc Airport**, while the LGU has manifested its desire to support and assist in the implementation of the project.

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

I. Special Provisions

- a. The Parties recognize and abide by the dictates of Executive Order No. 91, s. 2019 and E.O. 292, Book VI, pertinent provisions of which are as follows:

a.1. The **Cash Budgeting System** provides that all authorized appropriations shall be available for obligation and disbursement only until the end of each fiscal year to facilitate immediate implementation arrangements and proper procurement strategy for the Project.

(Executive Order No. 91, s. 2019)

a.2. At the end of **validity period**, all unreleased appropriations shall lapse, while unexpected or undisturbed funds shall revert to the unappropriated surplus of the General Fund. (E.O. 292, Book VI, Chapter 4, Section 28).

II. The DOTr shall:

- a. **Upon approval and notarization of the MOA**, 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):

a.1. 1st Tranche - 1.5% of the Program Amount for the Project to cover administrative, pre-construction and construction expenses, which shall be released upon submission of a letter request for the release of fund and all the necessary supporting documents for the initial fund transfer.

a.2. 2nd Tranche - Fifty percent(50%) of the Project Cost as determined/reflected in the duly approved/concurred Program of Work (POW); to be released upon submission by the Implementing Agency of the same, together with the Detailed Engineering Design (DED), Technical Specification, Approved Budget for the Contract (ABC), approved timeline and disbursement plan.

- a.3. Remaining Fund – shall be released upon liquidation of at least 75% of the previous release, and a project accomplishment of at least 50% as indicated in the Summary of Work Accomplishment(SWA) certified by the DPWH and verified/attested by DOTR, together with the progress pictures of works undertaken.
- 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; and
- 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.
- 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.

III. The LGU shall:

- 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.
- b. Undertake the detailed engineering activities of the project, submit the plans, program of work, and Approved Budget for the Contract (ABC), construction schedule, disbursement schedule, and other necessary documents for submission to DOTR for its review and approval;

- c. 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;
- d. Secure all necessary permits and clearances from the concerned government offices prior to the actual implementation of the project;
- e. Procurement activities to be undertaken by the LGU shall be in accordance with:
 - e.1. RA 9184 and its 2016 Revised IRR;
 - e.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
 - e.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.
- f. 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;
- g. Notify the DOTr observer in writing at least five (5) days prior to the conduct of any procurement activity;
- h. 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;
- i. Implement the construction, development or improvement of the project in accordance with law, pertinent rules and regulations, and the provisions of this MOA;
- j. 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;
- k. 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);
- l. 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;

- m. 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;
- n. Provide safe shelter, service vehicle and ample security to DOTr/Government personnel during the conduct of the periodic inspection and monitoring of the project;
- o. Upon completion of the project, return to DOTr any fund balance, including any interest thereon;
- p. Allow the audit of the disbursements out of the trust accounts in accordance with existing COA Regulations;
- q. 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;
- r. 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;
- s. 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.
- t. 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.

VI. Conduct of Joint Final Inspection

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

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 terminate or rescind this Agreement upon (a) breach of any provision hereof; (b) after it has been determined that the LGU's accomplishment/performance is unsatisfactory, based on the approved POW, (c) for grounds otherwise provided by law, by serving a written notice of termination or rescission at least fifteen (15) days prior to the actual termination or rescission. Any amount unused shall, after proper accounting, be turned over to the DOTr after such termination or rescission.

The termination of this Agreement shall be without prejudice to rights and liabilities which have accrued under this Agreement at the date of termination, to any antecedent breach of its terms prior to termination, or to any amount owing or due under this Agreement.

Any amount unused shall, after proper accounting, be turned over to the DOTr after such termination, rescission, or expiration of this Agreement.

IX. Effectivity

This Memorandum of Agreement shall take effect upon signing/ approval of the parties hereto unless earlier terminated or rescinded.

X. Miscellaneous Provisions

- a. If one or more provisions of this Agreement are held 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 provision 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.

IN WITNESS WHEREOF, the parties hereunto have set their hands on this _____ day of _____ at _____ Philippines.

DEPARTMENT OF TRANSPORTATION LOCAL GOVERNMENT UNIT OF ORMOC

By:

GIOVANNI Z. LOPEZ
Undersecretary for Finance

By:

HON. RICHARD J. GOMEZ
Mayor
As per SP Resolution No. 2021-323

Approved by:

ARTHUR P. TUGADE
Secretary

Signed in the presence of

Josephine L. Romero
Ormoc City Legal Officer

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, for and in _____, this _____ day of _____, personally appeared the following:

Name	Government Identification	Date and Place of Issue
Giovanni Z. Lopez	DOTR ID No. 3293	Undated/DOTr
Richard I. Gomez	UMID CRN 021-1628-7865-8	MANILA

Known to me to be the same persons who executed the foregoing instrument and having acknowledged to me that the same are their 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.

Notary Public

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



REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC

VICE MAYOR'S OFFICE
LGU - ORMOC
RECEIVED:
DATE: 24 NOV 2021
TIME:

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

SANGGUNIANG PANLUNGSOD
RECORDS SECTION
RECEIVED
DATE: 11/23/21
BY:

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 |
| 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 |

ON OFFICIAL BUSINESS:

- | | |
|----------------------------|-----------------------------------|
| Gregorio G. Yrastorza III, | (O.B. - Tacloban City), SP Member |
| Lalaine A. Marcos, | (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);

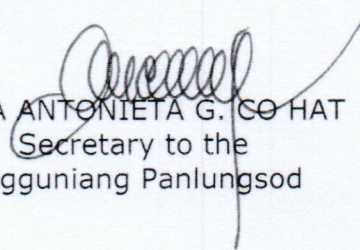
ADOPTED, November 23, 2021.

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

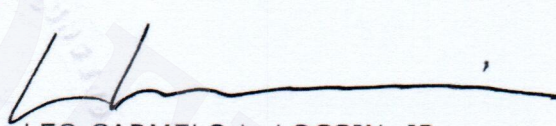
RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the City Budget Officer; the City Accountant; the City Treasurer; the City Auditor; the Department 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