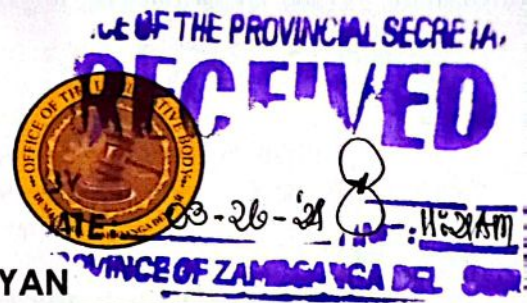




Republic of the Philippines  
 Region IX  
 Province of Zamboanga del Sur  
**MUNICIPALITY OF DUMALINAO**



**OFFICE OF THE SANGGUNIANG BAYAN**

**EXCERPTS FROM THE MINUTES OF THE 63<sup>rd</sup> REGULAR SESSION OF THE 12<sup>TH</sup> SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON FEBRUARY 19 & 26, 2024.**

**Present:**

- |                                     |                 |
|-------------------------------------|-----------------|
| <b>HON. WILFREDO L. MALONG, SR.</b> | - Vice Mayor    |
| <b>HON. RONALDO D. ENCABO</b>       | - SB Member     |
| <b>HON. ARNOLD L. FLORES</b>        | - SB Member     |
| <b>HON. FREDERICK R. BALANDRA</b>   | - SB Member     |
| <b>HON. HERMES B. CABALES</b>       | - SB Member     |
| <b>HON. RHOLLY A. LABANG</b>        | - SB Member     |
| <b>HON. MA. GEMMA C. ALBISO</b>     | - SB Member     |
| <b>HON. ROMEO G. LIGAN</b>          | - SB Member     |
| <b>HON. JELITO R. PEÑONAL</b>       | - SB Member     |
| <b>HON. JOEL L. FAMOR</b>           | - ABC President |
| <b>HON. JUSTONY G. SULATORIO</b>    | - SKF President |
| <b>HON. ROMEO D. PARILA</b>         | - IPMR          |

**Absent:**

**NONE**

**MUNICIPAL ORDINANCE NO. 2024-02-499**

**AN ORDINANCE ENACTING THE MUNICIPAL CODE PURSUING A PUBLIC-PRIVATE PARTNERSHIP FOR THE PEOPLE INITIATIVE FOR THE LOCAL GOVERNMENT UNIT OF DUMALINAO (LGU-P4) APPROACH TOWARDS DEVELOPMENT, PROVIDING FOR THE PROCEDURE FOR SELECTING THE PRIVATE SECTOR PROPONENT, ADOPTING A CONTRACT MANAGEMENT FRAMEWORK AND PROVIDING APPROPRIATIONS AND FOR OTHER PURPOSES.**

**HON. FREDERICK R. BALANDRA**  
 Principal Author

**HON. RONALDO D. ENCABO and HON. MA. GEMMA C. ALBISO**  
 Co-Authors

**WHEREAS**, under Section 20, Article II of the 1987 Constitution, the State recognizes the indispensable role of the private sector, encourages private enterprise, and provides incentives to needed investments;

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR

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**WHEREAS**, the private sector participates in infrastructure development and social service-related projects of the State and Local Government Units (LGUs), through what is popularly known as Public-Private Partnerships (PPPs);

**WHEREAS**, the Department of Interior and Local Government (DILG) Legal Opinion No. 8, Series of 2014, declare that "there is no specific statute on PPPs nor guidelines on joint ventures for local governments" and that a "duly enacted local legislation (PPP Code) must be complied with in undertaking its PPP project";

**WHEREAS**, according to the Department of Justice (DOJ) Opinion No. 18, Series of 2012, provides that the local governments may enact their own Public-Private Partnership (PPP) Code or omnibus ordinance outlining, among others, all applicable modalities. A local government, through an enabling ordinance, is free to act to address local concerns, even without an enabling ordinance, provided no statute will be infringed;

**WHEREAS**, in Legal Opinion No. 10, Series of 2014, the DILG affirmed the above-quoted DOJ Opinion and further said that, the LGUs discretion is consistent with the state policy of local autonomy and is in line with the operative principle of decentralization and the national goal of propelling social and economic growth and development through the active participation of the private sector;

**WHEREAS**, in furtherance of and consistent with local autonomy, fiscal autonomy, the principle of subsidiary, public good and welfare, general welfare, and full autonomy over proprietary powers, the Local Government Unit of Dumalinao is free, provided no statute is violated, to adopt its definition of a LGU-P4 undertaking and prescribe the requirements, procedure and conditions for LGU-P4, and incorporate these in an operative framework; and

**WHEREAS**, having a framework in ordinance from will ensure and facilitate consistency, integrity, reliability, sustainability, accountability, and transparency, and enforceability;

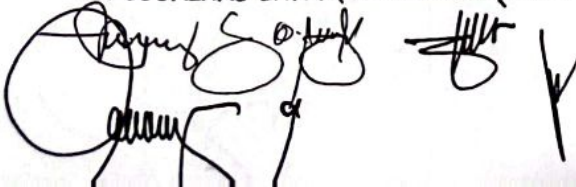
**WHEREAS**, after careful review and exhaustive deliberation, and after finding the same to be proper and order;

**NOW, THEREFORE**, on motion by **HON. FREDERICK R. BALANDRA** and severally seconded by the august body;

**BE IT ORDAINED** by the 12th Sangguniang Bayan of Dumalinao, Zamboanga del Sur, in session assembled that:

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SANGGUNIANG BAYAN, OF DUMALINAO, ZAMBOANGA DEL SUR



2   




**CHAPTER I  
BASIC PRINCIPLES AND DEFINITIONS**

**SECTION I. SHORT TITLE.** This ordinance shall be known as the "**LGU-P4 Code of the Municipality of Dumalinao**".

**SECTION II. DECLARATION OF POLICY.** It is hereby declared as a policy, that the Municipality of Dumalinao shall advance the public good and general welfare, and promote the interest of the community and the locality within the framework of sustainable and integrated development, and effective constructions engagement and meaningful people's participation in local governance.

The LGU-P4 Code shall pursued by the LGU-Dumalinao consistent with and in furtherance of the vision and mission of the locality which state that:

**VISION:** "A self-sufficient, progressive, sustainable Agro-Economic Hub and the next Urban Center of Zamboanga Peninsula, where it's GOD fearing, gender-responsive empowered and disaster resilient people live peacefully in co-existence in an ecologically sound environment led by responsive and participative government".

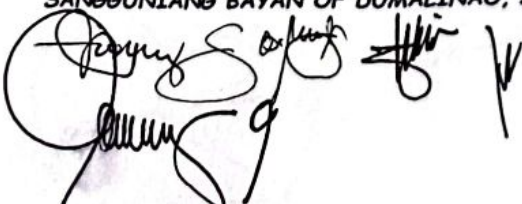
**MISSION:** The Local Government Unit of Dumalinao, together with its stakeholders, commit to work concertedly in the realization of its vision by harnessing and sustaining Agri-Industrial based on economic programs, cultivating local enterprise potentials, and protecting the natural resources through sound fiscal management, competent human resources and the infusion of modern technological innovations.


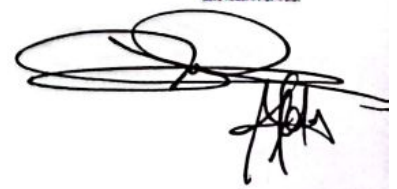
**SECTION III. OPEARATIVE PRINCIPLES.** -The accomplishment of the stated policy shall be guided by the following principles:

a. The Municipality of Dumalinao, pursuant to Section 1, 2 and 5, Article X of the 1987 Constitution, is a territorial and political subdivision which enjoys local autonomy and fiscal autonomy. Under Section 3, Article X of the 1987 Constitution, local autonomy means a more responsive and accountable local government structure instituted through a system of decentralization. Fiscal autonomy means that local governments have the power to create their own sources of revenue in addition to their equitable share in the national taxes released by the national government, as well as the power to allocate their resources in accordance with their own priorities.

b. The general welfare and the public good shall always be promoted and that transparency, public accountability and social accountability mechanisms and approaches shall be integrated in LGU-P4 from inception to implementation.

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SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



3  
  




c. The LGU-Dumalinao exists and operates in its governmental and proprietary capacities thereby making the municipality an agent of, and is therefore accountable to, the State and its community. The role of the municipality both as a regulator of a business and as implementer of a proprietary undertaking must be clearly delineated.

d. The LGU-Dumalinao must develop into a self-reliant community, and as such, is in a better position to address and resolve matters that are local in scope. The Municipality of Dumalinao is under the supervision of the President and under the qualified control of Congress.

e. Under Section 18 of Republic Act No. 7160, or the Local Government Code of 1991 (1991 LGC), the municipality may acquire, develop, lease, encumber, alienate, or otherwise dispose of real or personal property held by them in their proprietary capacity and to apply their resources and assets for productive, developmental, or welfare purposes.

f. Under Section 22 (c) of the 1991 LGC, no contract may be entered into by the Municipal Mayor on behalf of the municipality without prior authorization by the Sangguniang Bayan. The participation of the Sangguniang is indispensable in the adoption and implementation of a LGU-P4 arrangement.

g. Under Section 22 (d) of the 1991 LGC, the LGUs enjoys full autonomy in the exercise of its proprietary functions and shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance, those not otherwise prohibited by law and those which are essential to the promotion of the general welfare.

h. Under Section 25 (b) of the 1991 LGC, the LGUs may collaborate or cooperate with other local governments, national government agencies, government-owned and controlled corporations, government instrumentalities and government corporate entities for the implementation of local projects.

i. Under the charter of the municipality Section 16, 17, 19 and 129 of the 1991 LGC and other statutes, the LGU-Dumalinao has been given the responsibility and mandate to exercise devolved and delegated powers.

j. The LGU-Dumalinao, under Section 106 of the 1991 LGC, is mandated to draw up and implement a comprehensive multi-sectoral development plan.

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR





4





k. *LGU-P4 Code* shall be pursued by the LGU-Dumalinao consistent with its infrastructure, development, investment, environmental and governance framework embodied in relevant policies, plans, ordinances and codes.

l. The municipality, as a partner in a *LGU-P4* arrangement, may provide equity, subsidy or guarantee and use local funds; and the usage thereof for a *P4* project shall be considered for public use and purpose.

m. Under Section 34, 35, and 36 of the 1991 LGC and in the exercise of its power, the municipality may enter into joint ventures and such other cooperative arrangements with people's and non-governmental organizations (POs and NGOs) to engage in the delivery of certain basic services, capability-building and livelihood projects, and to develop local enterprises designed to improve productivity and income, diversify agriculture, spur rural industrialization, promote ecological balance, and enhance the economic and social well-being of the people; provide assistance, financial or otherwise, to such POs and NGOs for economic, socially-oriented, environmental, or cultural projects to be implemented within its territorial jurisdiction.

n. The LGU-Dumalinao, under Section 3 (l) of the 1991 LGC, is duty-bound to ensure the active participation of the private sector in local governance.

o. The right of the people to information on matters of public concern is guaranteed under Section 7, Article III of the 1987 Constitution. Furthermore, it is the policy of the State to allow full public disclosure of all its transaction involving public interest such as *LGU-P4* under Section 28, Article II of the 1987 Constitution.

p. The people's right to effective and reasonable participation and public trust provision under Section 16, Article XIII and Section 1, Article XI, respectively, of the 1987 Constitution guarantee and empower civil society organizations (CSOs) to have effective and meaningful participation in the regulation and management of *LGU-P4* projects.

**SECTION IV. RATIONALE FOR LGU-P4.** *LGU-P4* shall be promoted to provide more, better, affordable and timely services to the community. In pursuing *LGU-P4*, the Municipality of Dumalinao shall be guided by the following reasons and drivers:

a. *LGU-P4* shall be undertaken in furtherance of the municipal development and physical frameworks plan.

b. *LGU-P4* is an essential part of the overall infrastructure reform policy of the Municipality. By encouraging performance-based management of the delivery of public services applying commercial principles and incentives

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



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whenever possible, by introducing competition in and for the market, and by involving users and stakeholders in the decision-making process, infrastructure and regulatory reform shall be achieved.

c. *LGU-P4* should be adopted to address a pressing and urgent or critical public need. Under the principle of "Additionally," the increased economic benefits to consumer welfare of having needed public services and infrastructure accessible now because of the *LGU-P4*, rather than having to wait until the Municipality of Dumalinao could provide the public services much later. *LGU-P4* would also encourage the accelerated implementation of local projects.

d. *LGU-P4* can be adopted to avoid costs and public borrowing. By contracting with the private sector to undertake a new infrastructure project, scarce municipal capital budgets can be directed to other priority sectors such as social services, education, and health care.

e. *LGU-P4* allows for technology transfer, and improved efficiency and quality of service. These could be valuable contribution of the private sector in local governance.

f. *LGU-P4* should be feasible and affordable, demonstrating the need for the project, broad level project costs estimation, and indicative commercial viability. The assessment of affordability shall be the cornerstone for all *LGU-P4* projects, both to the Municipality of Dumalinao and the general public.


g. *LGU-P4* projects should be bankable. High participation costs, unreasonable risk transfer or lengthy and complex contract negotiations must be avoided. A cost recovery pricing policy attractive to the private sector must be in place; provided that the same will not be disadvantages to government and public interest.

h. *LGU-P4* projects should provide value-for-money and good economic value as far as practicable, including allocation of risks to the party best able to control, manage, mitigate or insure these risk, and maximization of the benefits of private sector efficiency, expertise, flexibility and innovation.

i. *LGU-P4* project must provide economic and social benefits and should be evaluated on this basis rather than on purely financial considerations. The Municipality remains responsible for services provided to the public, without necessarily being responsible for corresponding investment.

j. *LGU-P4* project must give coordination for empowerment of Filipino citizens as a strategy for economic growth and sustainability and must thus provide for the participation of local investors to the furthest extend practicable given the nature of the project. The Municipality of Dumalinao

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR





shall also ensure the hiring and employment of local labor in the LGU-P4 venture.

k. Procurement of LGU-P4 Project must be competitive and must be undertaken through open competitive bidding. Competition must be legitimate, fair and honest. In the field of government contract law, competition requires, not only bidding upon a common standard, a common basis, upon the same thing, the same subject matter, the same undertaking, but also that it be legitimate, fair and honest; and not designed to injure or defraud the government. Where competitive bidding cannot be applied, a competitive process ensuring both transparency and economically efficient outcome must be employed.

l. The regulation of the LGU-P4 shall be pursuant to the P4 contract and exercised by the appropriate regulatory authority. A duly executed and legal P4 Contract shall be respected and not impaired, and shall be binding on the successor administration pursuant to the provision on corporate succession.

m. To provide efficient public service, the Municipality of Dumalinao must ensure, through stronger performance management and guidance, proper implementation of P4 contracts that will result in value for money, on-time delivery of quality services to the public, achievement of government policy goals, all within sustainable and integrated development.

**SECTION V. DEFINITION OF TERMS.** As used in this Code, the following terms shall mean:

a. **BUILD-OPERATE-TRANSFER LAW SCHEME.** Under Republic Act No. 6957 as amended by R.A. No. 7718 (BOT Law), the following are the BOT Law variants:

1. **BUILD-AND-TRANSFER (BT).** A contractual arrangement whereby the Private Sector Proponent (PSP) undertakes the financing and construction of a given infrastructure or development facility, and after its completion, turns it over to the Municipality, which shall pay the PSP, on an agreed schedule, its total investment expended on the project, plus a Reasonable Rate of Return thereon.

2. **BUILD-LEASE-AND-TRANSFER (BLT).** A contractual arrangement whereby a PSP is authorized to finance and construct an infrastructure or development facility and upon its completion, turns it over to the Municipality on a lease arrangement for a fixed period, after which ownership of the facility is automatically transferred to the Municipality.

3. **BUILD-OPERATED-AND-TRANSFER (BOT).** A contractual arrangement whereby the PSP undertakes the construction, including financing, of a given infrastructure facility, and the operation and maintenance thereof. The PSP

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



7





operates the facility over a fixed term, during which it is allowed to charge facility users appropriate tolls, fees, rentals, and charges not exceeding those proposed in its bid, or as negotiated and incorporated in the contract, to enable the PSP to recover its investments, and its operating and maintenance expenses in the project. The PSP transfers the facility to the Municipality at the end of the fixed term which shall not exceed fifty (50) years. This build, operate and transfer contractual arrangement shall include a supply-and-operate scheme, which is a contractual arrangement whereby the supplier of equipment and machinery for a given infrastructure facility, if the interest of the Municipality so requires, operates the facility, providing, in the process, technology transfer and training to Filipino nationals.

4. **BUILD-OWN-AND-OPERATE (BOO).** A contractual arrangement whereby a PSP is authorized to finance, construct, own, operate and maintain an infrastructure or development facility from which the PSP is allowed to recover its total investment, operating and maintenance costs plus a reasonable return thereon by collecting tolls, fees, rentals or other charges from facility users. Under this project, the proponent who owns the assets of the facility may assign its operation and maintenance to a facility operator. The divestiture or disposition of the asset or facility shall be subject to relevant rules of the Commission on Audit (COA).

5. **BUILD-TRANSFER-AND-OPERATE (BTO).** A contractual arrangement whereby the Municipality contracts out the construction of an infrastructure facility to a PSP such that the contractor builds the facility on a turnkey basis, assuming cost overruns, delays, and specified performance risks. Once the facility is commissioned satisfactorily, title is transferred to the Municipality. The PSP, however, operates the facility on behalf of the Municipality under an agreement.

6. **CONTRACT-ADD-AND-OPERATE (CAO).** A contractual arrangement whereby the PSP adds to an existing infrastructure facility which it is renting from the Municipality and operates the expanded project over an agreed franchise period. There may or may not be a transfer arrangement with regard to the added facility provided by the PSP.

7. **DEVELOP-OPERATE-AND-TRANSFER (DOT).** A contractual arrangement whereby favourable conditions external to a new infrastructure project to be built by a PSP are integrated into the arrangement by giving that entity the right to develop adjoining property, and thus, enjoy some of the benefits the investment creates, such as higher property or rent values.

8. **REHABILITATE-OPERATE-AND-TRANSFER (ROT).** A contractual arrangement whereby an existing facility is turned over to the PSP to refurbish, operate and maintain for a franchise period, at the expiry of which the legal title to the facility is turned over to the Municipality.

SANGGUNIAN BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR

8



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**9. REHABILITATE-OWN-AND-OPERATE (ROO).** A contractual arrangement whereby an existing facility is turned over to the PSP to refurbish and operate, with no time limitation imposed on ownership. As long as the operator is not in violation of its franchise, it can continue to operate the facility in perpetuity.

b. **COMPETITIVE CHALLENGE OR SWISS CHALLENGE** – is an alternative selection process wherein third parties or challengers shall be invited to submit comparative proposals to an unsolicited proposal. Accordingly, the PSP who submitted the unsolicited proposal, or the original proponent, is accorded the right to match any superior offers given by a comparative PSP.

c. **COMPETITIVE NEGOTIATIONS** - refers to a process where the Municipality negotiates with eligible and qualified PSPs and awards the project to that PSP which offers the best combinations of quality and price.

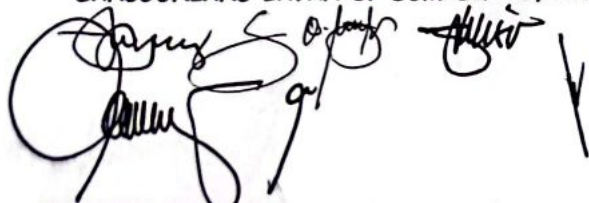
d. **COMPETITIVE SELECTION OR BUILDING OR OPEN COMPETITION** - refers to a method of selection or procurement initiated and solicited by the Municipality, based on a transparent criteria, which is open to participations by any interested party.

e. **CONCESSION** – is a contractual arrangement whereby the financing and construction of a new facility and/or rehabilitation of an existing facility is undertaken by the PSP after turnover thereof to it, and includes the operation, maintenance, management and improvement, if any, of the facility for a fixed term during which the PSP generally provides service directly to facility users and is allowed to charge and collect the approved tolls, fees, tariffs, rentals or charges from them. The Municipality may receive a concession or franchise fee during the term of the contract and/or other consideration for the transfer, operation or use of any facility. There may be a transfer of ownership of the asset or facility after the concession period has ended subject to rules of the COA.

f. **CORPORATIZATION** - refers to transformation of a wholly or majority-owned subsidiary of or quasi-municipal corporation established by the Municipality into one that has the structure and attributes of a private corporation, such as a board of directors, officers, and shareholders, and having it registered with the Securities and Exchange Commission as a stock corporation. The process involves the establishment of a distinct legal identity for the company under which the municipality's role is clearly identified as owner; segregation of the company's assets, finances, and operations from other Municipal operations; and development of a commercial orientation and managerial independence while remaining accountable to the government or electorate.

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SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



9





g. **COST SHARING** – this shall refer to the municipality portion of capital expenses associated with the establishment of an infrastructure development facility such as the provision of access infrastructure, right-of-way, and any partial financing of the project.

h. **CREDIT ENHANCEMENT** – this shall refer to direct and indirect support to development a facility by the PSP and/or municipality, the provision of which is contingent upon the occurrence of certain events and/or risks, as stipulate in the P4 contract. Credit enhancements are allocated to the party that is best able to manage and assume the consequences of the risk involved. Credit enhancement may include but are not limited to government guarantees on the performance or the obligation of the municipality under its contract with the PSP, subject to existing laws on indirect guarantees, Indirect Guarantees shall refer to an agreement whereby the municipality assumes full or partial responsibility for or assists in maintaining the financial standing of the PSP or project company in order that the PSP project company avoids defaulting on the project loans, subject to fulfilment of the PSP project company of its undertakings and obligations under the P4 contract.

i. **DEVELOPMENT PROJECTS** – is a Municipal Projects normally financed and operated by the municipality, but which will now be wholly or partly financed, constructed and/or operated by the PSP; projects that will advance and promote the general welfare and public good; projects and activities that will be responsive to the needs of the communities; projects that will raise revenues of the municipality; projects I furtherance of devolution, deconcentration and decentralization; and other infrastructure, social-related and developmental projects as may be authorized by the municipality.

j. **DIRECT MUNICIPAL EQUITY** – refers to the subscription by the municipality of shares of stock or other securities convertible to shares of stock of the special purpose vehicle or single-purpose project company, whether such subscription will be paid by money or assets.

k. **DIRECT MUNICIPAL GUARANTEE** – refers to an agreement whereby the municipality guarantees to assume responsibility for the repayment of debt directly incurred by the PSP in implementing the project in case of a loan default.

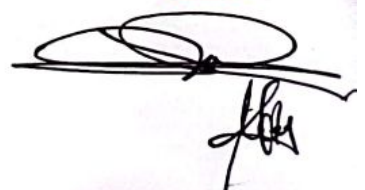
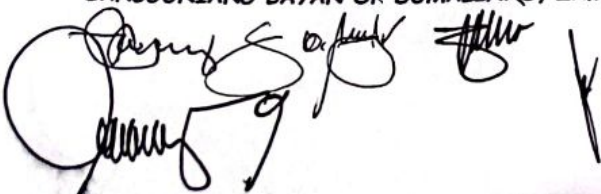
l. **DIRECT MUNICIPAL SUBSIDY** – refers to an agreement whereby the municipality shall:

1. Defray, pay or shoulder a portion of the LGU-P4 project cost or the expenses and costs in opening and maintaining the project;

2. Condone or postpone any payments due from the PSP;

SANGGUNIAN BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR

10





3. Contribute any property or assets to the project;

4. Waive or grant special rates on real property taxes on the project during the term of the contractual arrangement; and/or

5. Waive charges or fees relatives to the business permits or licenses that are to be obtained for the construction of the project, all without receiving payment or value from the PSP or operator for such payment, contribution thereof to a PSP.

m. **DIVESTMENT OR DISPOSITION** – refers to the manner or scheme of taking away, depriving, and withdrawing of the title to a property owned by the municipality ad vesting ownership thereof to a PSP.

n. **FEASIBILITY OR PROJECT STUDY (FS)** – is a study, full or pre-feasibility study or business case prepared by the municipality in a competitive selection or a PSP when submitting an unsolicited proposal, containing or indicating a needs analysis, affordability assessment, value for money assessment, preliminary risk assessment, stakeholder assessment, human resource assessment, bankability assessment, legal viability assessment, P4 mode selection, market testing if relevant, indicative transaction implementation plan, and draft P4 contract. The study may be supported by the results of the appropriate “willingness-and-ability- to-pay” survey. The Project Study can be a feasibility study, pre-feasibility study or business case.

o. **FRANCHISE** – refers to the right or privilege affected with public interest which is conferred upon a PSP, under such terms and conditions as the municipality may impose in the interest of public welfare, security and safety.

p. **GRATUITOUS DONATION** – is a donation made by a PSP to a municipality whose cause is pure liberality on the part of the former and does not require from the latter any additional action other than utilizing the thing donated for the purpose agreed upon, or impose any obligation, burden future charge or future services, benefits, or concessions, or other form of grant, in order to be valid.

q. **JOINT VENTURE (JV)** – is a contractual arrangement whereby a PSP or a group of PSPs on one hand, and the Municipality on the other hand, contribute money/capital, services, assets (including equipment, land, intellectual property or anything of value), or a combination of any or all of the foregoing. The municipality shall be a minority equity or shareholder while the PSP shall be majority equity or shareholder. Each party shall be entitled to dividends, income and revenues and will bear the corresponding losses and obligations in proportion to its share. Parties to a JV share risks to jointly undertake an investment activity in order to accomplish a specific, limited or special goal or purpose with the end view of facilitating private sector initiative

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



11





in a particular industry or sector, and eventually transferring ownership of the investment activity to the PSP under competitive market conditions. It involves a community or pooling of interests in the performance of the service function, business or activity, with each party having a right to direct and govern the policy in connection therewith, and with a view of sharing both profits and losses, subject to agreement by the parties.

r. **LEASE OR AFFERMAGE** – is a contractual arrangement providing for operation, maintenance, and management services by the PSP, including working capital and/or improvements to an existing infrastructure or development facility leased by the PSP from the municipality for a fixed term. Under a lease, the PSP retains revenue collected from customers and make a specified lease payment to the Municipality. Under an affermage, the parties share revenue from customers wherein the PSP pays the contracting authority an affermage fee, which varies according to demand ad customer tariffs, and retains the remaining revenue. The municipality may provide a purchase option at the end of the lease period subject to rules of the COA.

s. **LIMITED NEGOTIATIONS** – refers to a process whereby the municipality negotiates with the PSP in instances when there is only one eligible and qualified PSP in a competitive selection process, under Stage 2 of the competitive challenge process, or when there is a prior completed competitive process.

t. **MANAGEMENT CONTRACT** – is a contractual arrangement involving the management or provision by the PSP of operation and maintenance or related services to an existing infrastructure or development facility owned or operated by the municipality. The PSP may be compensated by the municipality using the funds of the latter; or the PSP may collect tolls, fees, rentals and charges which shall be turned over to the Municipality and shall be compensated in the form of a fixed fee, a share in the revenues and/or performance based management or service fee during the contract term.

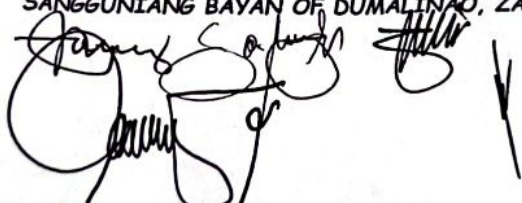
u. **NEGOTIATED PROJECTS** – refer to instances where the desired project is the result of an unsolicited proposal from a PSP or, where the municipality has failed to identify and eligible PSP for a desired LGU-P4 activity when there is only one qualified bidder after subjecting the same to a competitive selection or bidding.

v. **NEW TECHNOLOGY** – refers to having at least one of the following attributes:

1. A recognized process, design, methodology or engineering concept which has demonstrated its ability significantly reduce implementation of construction cost, accelerate project execution, improve safety, enhance project performance, extend economic life, reduce cost of facility

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SANGGUNIAN BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



12





maintenance and operations, or reduce negative environmental impact or social/economic disturbances or disruptions during either the project implementation/construction phase or the operation phase; or

2. A process for which the project proponent or any member of the proponent joint venture/consortium possesses exclusive rights, either world-wide or regionally; or

3. A design, methodology or engineering concept for which the proponent or a member of the proponent consortium or association possesses intellectual property rights.

w. **ONEROUS DONATION** – is a donation made by a PSP to a municipality which subjects the latter to obligations, burdens, charges or future services, benefits, or concessions, or other form of grant, equal or greater in value than that of the thing donated by the donor- PSP.

x. **PRIVATE SECTOR PROPONENT (PSP)** – refers to the private sector entity which shall have contractual responsibility for the project and which shall have an adequate track record in the concerned industry, as well as technical capability and financial institutions, to provide, upon award, sufficient credit lines to cover the total estimated cost of the project to implement the said project.

y. **PUBLIC-PRIVATE PARTNERSHIP FOR THE PEOPLE (P4)** - At the policy level, a *LGU-P4* is a developmental, innovative, change and partnership strategy aimed at promoting the general welfare, inclusive growth and better quality of life of Filipino. At a project level, a *LGU-P4* is a legally enforceable contract where each party assumes specified functions, bears a certain risks, provides contribution or renders some obligation, and earns benefits and revenues from the *LGU-P4* arrangement. Specifically, it is a form of legally enforceable contract between the Municipality of Dumalinao and a PSP, and in certain cases, with the requiring new investments from the PSP and transferring keys risks to the PSP in which payments are made exchange for performance, for the purpose of delivering a service provided or intended to be provided by the LGU-Dumalinao. *LGU-P4* shall also include dispositions of an asset, facility, project owned, or entity created by the Municipality of Dumalinao to a PSP; procurement of a service; donations to the LGU-Dumalinao; incorporation of a subsidiary with PSP equity; assumption by a PSP of a proprietary function of the LGU-Dumalinao; grant of a concession or franchise to a PSP by the Municipality of Dumalinao; or usage by the PSP of public property owned or possessed by the LGU-Dumalinao.

z. **P4 CONTRACT** – refers to the agreement between the LGU-Dumalinao and a Private Sector Proponent (PSP) that govern a *LGU-P4* project.

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR









aa. **REASONABLE RATE OR RETURN (RROR)** – refers to the rate of return that a PSP shall be entitled to as, as determine by the LGU-P4 Regulatory Authority taking into account, among others, the prevailing cost of capital (equity and borrowings) in the domestic and international markets, risks being assumed by the PSP and the level of the LGU-Dumalinao undertaking and contributions extended for the project.

ab. **REHABILITATE-LEASE-AND-TRANSFER (RLT)** – a contractual arrangement whereby an existing facility is turned over to the PSP to refurbish and operate, and upon its completion, turns it over to the LGU-Dumalinao, on a lease arrangement for a fixed period, after which ownership of the facility is automatically transferred to the municipality.

ac. **REHABILITATE-AND-TRANSFER (RT)** – a contractual arrangement whereby an existing facility turned over the PSP to refurbish and operate. On the facility is commissioned satisfactorily, title is transferred to the Municipality of Dumalinao under an agreement.

ad. **SERVICE CONTRACT** – a contractual arrangement whereby the PSP shall provide a particular service to the LGU-Dumalinao involving the municipality's proprietary authority or to entities or corporation created by the LGU-Dumalinao. The PSP shall be entitled to be paid a fee per unit of work during the term of the contract; or compensated by the LGU-Dumalinao using the funds of the latter; or the PSP may collect tolls, fees, rentals and charges which shall be turned over to the municipality and shall be compensated in the form of share in the revenues.

ae. **SUBSIDIARY WITH PSP EQUITY** – a corporation or quasi-municipal corporation incorporated by a Municipality of Dumalinao and registered as a stock corporation under the Corporation Code where majority of the shares are held by the LGU-Dumalinao and where a PSP is a or PSPs are majority shareholder(s) which acquire their shares through an initial public offering or other competitive means.

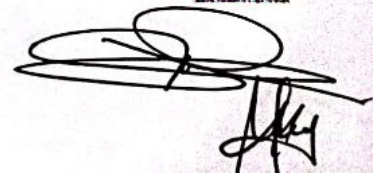
af. **UNSOLICITED PROPOSAL** – refers to project proposals submitted by a PSP to the LGU-Dumalinao to undertake Developmental Projects without a formal solicitation issued by the LGU-Dumalinao whereby the negotiated terms shall be subjected to comparative proposals.

ag. **VALUE FOR MONEY (VFM)** - refers to the concept that over the whole-life of a project finance-P4 project, government's total expenditures (i.e., its payments to the PSP), adjusted for the risks that have been transferred to the PSP, will be less, on a Net Present Value (NVP) basis, than if the government will perform the services itself. Vfm considers monetary and non-monetary factor such as: (i) risk transfer; (ii) reduced whole life costs; (iii) speed of implementation; and (iv) quality and reliability of service.

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



14





ah. **VIABILITY GAP FUNDING (VGF)** - refers to an explicit subsidy that is performance-driven (i.e., based on private party achieving measurable outputs) and targeted to socio-economically disadvantaged users or groups of users; or any financial support in the form of grants or assistance, one time or deferred, to infrastructure projects undertaken through P4 with a view to make them commercially viable.

**SECTION VI. RULES OF INTERPRETATION.** This Code and the Provisions hereof shall be liberally interpreted to accomplish the policy and objectives set forth in Sections II, III and IV hereof.

**SECTION VII. AUTHORITIES.**

a. This Code is being adopted pursuant to the Municipality's constitutional and statutory authorities enumerated under Section 3 hereof; and when not inconsistent with the relevant laws aforementioned, shall govern the adoption and implementation of the P4 Modalities.

b. In pursuing BOT law variants, the municipality shall comply with BOT law and its Implementing Rules and Regulations.

c. In entering into Management and Service Contracts where municipal funds are used, the municipality shall comply with Republic Act 9184 or the Government Procurement Reform Act (GPRA) and its Implementing Rules and Regulations.

d. For Disposition, COA Circular No. 89-296 (January 27, 1989) shall govern.

e. For Corporatization, the incorporation of the corporation must be done in accordance with the Corporation Code of the Philippines.

f. For Local Concessions, Leases and Affermage, Rehabilitate-and-Transfer, Rehabilitation-Lease-and-Transfer, and Rehabilitations-Transfer-and-Operate, Management and Service Contracts where Municipal funds are not used to procure the services of the PSP, and donations, Municipal ordinance policies or ordinances will be the governing instrument.

g. For Joint Ventures, Section 35 of the 1991 LGC and Article 62 of the Implementing Rules and Regulations of the 1991 LGC shall be the governing law, and Law on Partnership of the Civil Code of the Philippines shall apply suppletorily.

h. For Leases and Affermage, and Donations, the Law on Leases of the Civil Code of Philippines may be referred to.

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SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR





## CHAPTER 2. P4 PROJECTS AND P4 MODALITIES

### SECTION VIII. P4 PROJECTS.

a. The LGU-Dumalinao, through the appropriate and viable P4 mode, may undertake Developmental Projects, including but not limited to, singly or with other related components, energy and power, renewable energy, waste-to-energy, roads, bridge, causeways, waterways, highways, ports, wharfs, terminal, airports, community airports, canals, dams, desilting, dredging, mining and exploration, hydropower projects, water supply and distribution, sewerage, irrigation, drainage, water conservation such as impoundment areas and rainwater harvesting, telecommunication, railroad and railways, short-haul transit services such as monorail, guided bus, bus services and trams, intermodal and multi-modal transit systems, transport systems, traffic control and management, parking facilities, reclamation projects, platform settlements, industrial estates or townships, central business and industrial park development, hotels and resorts, socialized housing, non-conventional low-cost housing, settlement/resettlement and relocation facilities, residential subdivisions, parks and open place development/redevelopment, pocket parks, public art, libraries, heritage conversation, government buildings, slaughterhouses, storage buildings, warehouses, cold storage, solid waste management, sanitary landfills, meetings and convention centers, information technology networks and database infrastructure, education-related, classrooms, health facilities, hospitals, social services-related, prisons, agriculture-related, post-harvest facilities, environmental management and protection, climate change adaption, disaster risk reduction, among other developmental projects. The Municipality can also undertake P4 for any of the devolved activities under Section 17 of 1991 LGC.

b. The determination of the appropriateness and viability of the P4 mode shall be specified, explained and justified in the feasibility or project study weighing all the relevant value drivers and reasons for pursuing a P4 project.

c. Parties to P4 arrangement shall undertake an activity in order to accomplish either an integrated or multi-use arrangement or specific goal or purpose with the end view of serving a public good or generating revenues.

d. No P4 Projects shall bear the name of any past or incumbent local official.

**SECTION IX. LIST OF P4 PRIORITY PROJECTS.** The LGU-Dumalinao shall identify specific priority developmental projects that may be undertaken under the P4 Modalities defined under Section X hereof.

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



16





**SECTION X. P4 MODALITIES.** In undertaking a specific P4 Project, the LGU-Dumalinao may adopt and pursue any of the following P4 Modalities and provide for other modalities not inconsistent with law:

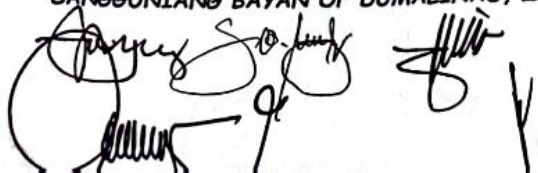
1. Build-and-Transfer (BT);
2. Build-Lease-and-Transfer (BLT);
3. Build-Operate-and-Transfer (BOT);
4. Build-Own-and-Operate (BOO);
5. Build-Transfer-and-Operate (BTO);
6. Contract-Add-and-Operate (CAO);
7. Develop-Operate-and-Transfer (DOT);
8. Rehabilitate-Operate-and-Transfer (ROT);
9. Rehabilitate-Own-and-Operate (ROO);
10. Rehabilitate-Lease-and-Transfer (RLT);
11. Rehabilitate- and-Transfer (RT);
12. Rehabilitate-Transfer-and-Operate (RTO);
13. Concession Arrangement;
14. Joint Venture (JV);
15. Lease or Affermage;
16. Management Contract using Municipal Funds;
17. Management Contract without using Municipal Funds;
18. Service Contract using Municipal Funds;
19. Service Contract without using Municipal Funds;
20. Divestment or Disposition;
21. Corporatization;
22. Incorporation of a Subsidiary with PSP equity;
23. Onerous Donations;
24. Gratuitous Donations; and
25. Any other modality akin to any of the above or features thereof which falls under the alternative definition of a P4 under Section V (y) hereof.

**SECTION XI. GENERAL REQUIREMENTS.** These are the general requirements for the LGU-Dumalinao in entering into P4 Project:

1. Undertaking a P4 for a Development Project must be premised on any or all of the reasons and drivers mentioned in Section IV hereof.

2. The list of projects to be implemented by the LGU-Dumalinao under any of the BOT Law variants shall be submitted for confirmation to the Municipal Development Council for projects costing up to Twenty Million Pesos; above Twenty up to Fifty Million Pesos to the Provincial Development Council; above Fifty Million up to the Two Hundred Million Pesos to the Investment Coordination Committee of the National Economic and Development Authority (NEDA).

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



17





3. Projects included in the List of Priority Projects shall not be eligible for unsolicited proposals under any of the BOT Law variants, unless involving a new concept or technology; provided, that for any of the other P4 Modalities, unsolicited proposals may be accepted even if the projects is included in the list of Priority Projects or whether the same features a new concept or technology or not.

4. The prohibition for extending Direct Municipal Guarantee, Direct Municipal Subsidy and Direct Municipal Equity only applies to unsolicited proposals for BOT Law variants under the BOT Law.

5. For BOT Law variants that will be subjected to bidding, Concession Arrangements, Leases of Affermage, Management and Service Contracts, and Joint Ventures, the Municipality may provide Direct Municipal Guarantee, Direct Municipal Subsidy, Direct Municipal Equity, or Viability Gap Funding; provided, that the LGU-Dumalinao can use a portion of its general fund, its development fund comprising its annual share in the Internet Revenue Allotment, and/or its equitable share in the proceeds of the utilization and development of the national wealth found within its territory for this purposes; provided further, that any amount used for subsidy or equity for a P4 project shall be deemed for development purposes and for the direct benefits of the inhabitants pursuant to Sections 287 and 294 of the 1991 LGC respectively.

6. For all P4 Modalities, the LGU-Dumalinao may provide Credit Enhancement and Cost-Sharing Schemes.

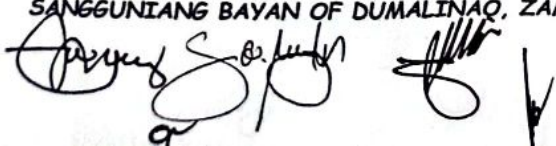
7. Officials Development Assistance (ODA) as defined in R.A. 8182, otherwise known as the ODA Act of 1996, as amended by R.A. 8555, may be availed of for P4 projects where there is difficulty in sourcing funds; provided, that ODA financing shall not exceed 50% of the projects cost, with the balance to be provided by the PSP.

8. Any subsidy to the constituents that will be extended by the Municipality must be targeted, transparent and efficiently administered.

9. Each P4 Modality adopted for a specific P4 project must specifically provide and adopt a tariff-mechanism such as but not limited to each-needs, price cap, revenue cap, rate of return, hybrid of the foregoing, or any other appropriate scheme.

10. For negotiated contracts for BOT Law variants for public utility projects which are monopolies, the rate of return on rate base shall be determined by existing laws, which in no case shall exceed twelve per centum [12%].

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR









11. In case of a project requiring a franchise or license to operate, the winning PSP shall automatically be granted by the LGU-Dumalinao the franchise or license or permit to operate and maintain the facility, including the collection of tolls, fees, rentals, and other charges in accordance with the schedules stipulated in the approved P4 contract. In case a JV Company is formed, the franchise, concession or license shall be automatically granted to the JV Company. Upon the signing of the JV Agreement by the Mayor pursuant to the authority given by the Sangguniang Bayan, the franchise concession or license is deemed awarded to the winning PSP, in case of a contractual JV, or the JV company. The original franchise period as stipulated in the contract agreement may be extended, as may be authorized by the LGU-Dumalinao, provided that the total franchise period shall not exceeded fifty (50) years.

12. The LGU-Dumalinao shall have the option to form or allow the formation of a special purpose vehicle or single-purposes project company to implement the P4 project as may be appropriate under the chosen P4 Modality.

13. In participating in P4, the LGU-Dumalinao may, subject to Sections 16, 17, 18, 19, and 20 of 1991 LGC, exercises police power, perform devolved powers, power to apply and generate resources, expropriate and reclassify and enact or integrate zoning ordinances.

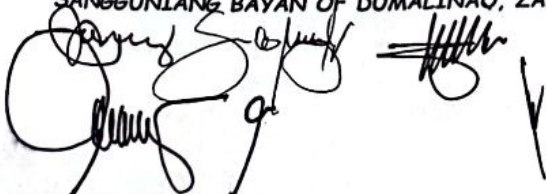
14. The LGU-Dumalinao shall prescribe and impose Procurements Ethics to be followed by the municipality and all bidders based on the principles of honesty, integrity, probity, diligence, fairness, trust, respect and consistency for all PSP's and bidders.

15. In a JV or appropriate modality, the co-venturers or parties to a JV shall contribute money, capital, services, personnel, assets including equipment, land, intellectual property or anything of value, or a combination of any or all of the foregoing to the JV arrangement. The contribution of the LGU-Dumalinao shall be subject to third party independent valuation. Further:

a. The LGU-Dumalinao may allocate a portion of its National Tax Allotment, real property tax, development fund, regular funds, proceeds from the utilization and development of its national wealth, Special Education Fund when the JV project is education-related, Calamity Fund when the JV project is calamity- or reconstructions- related, and special funds, if appropriate, as its contribution or share in the JV activity. These maybe the actual or current funds, or future or monetized value of these funds of the municipality.

b. The LGU-Dumalinao may contract a loan, avail of Official Development Assistance, secure grants, issue bonds, debentures, securities,

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



19





collaterals, and notes the proceeds of which can be earmarked for the JV activity.

c. On the part of the LGU-Dumalinao, in addition to the foregoing contributions, it may extend goodwill, free carry, grant a franchise, concession, usufruct, right-of-way, equity, subsidy or guarantee, provide cost-sharing and credit enhancement mechanisms, exercise police power, give tax incentives or tax holidays, perform devolved powers, expropriate and reclassify and enact or integrate zoning ordinances.

d. The LGU-Dumalinao shall be a minority equity or shareholder while the PSP shall be majority equity or shareholder, except in the case where fifty percent (50%) of the outstanding capital stock or contribution is owned or made by the LGU-Dumalinao. A reasonable percentage of the equity to be provided by the PSP should come from of its own resources and not borrowed.

e. Notwithstanding having only, a minority share or equity, the written consent of the LGU-Dumalinao may be obtained, based on the JVA, prior to any divestment of any asset or facility, dissolution, transferor sale of share or equity on the part of the PSP, purchase or transactions beyond prescribed thresholds, or other activities which may affect the rights and stake in the Project of the municipality.

f. Any cost avoidance or substantial savings that will be made by the LGU-Dumalinao because of and directly attributable to the JV activity may be factored in the computation of the respective shares of the Municipality and the PSP.

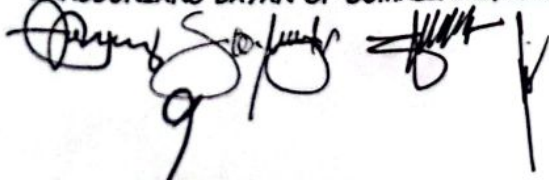
g. For the utilization and development of natural resources located within its jurisdiction, the LGU-Dumalinao shall be entitled to an equitable share which may come in the form of a portion of the benefits, revenues and profits thereof.

h. The share of each JV party shall be set as fixed or determinable percentages or values either based on an overall or cross-the-board assignment of contributions, revenues, profits, losses, risks and functions; or on specific assignment of contributions and functions to each JV party, provided that, the agreed percentage share is maintained and that joint governance is ensured where the LGU-Dumalinao shall have representation in the governing structure based on proportionate share at the minimum.

i. Subject to the terms of the competitive selection process and agreement of the parties, the LGU-Dumalinao may be entitled to a share greater than its contribution or equity.

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SANGGUNIAN BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



20





j. Each party shall be entitled to dividends, profits, income and revenues and will bear the corresponding risks, losses and obligations in proportion to its share, either based on gross or net revenues or income, unless the parties agree that the LGU-Dumalinao will have a greater share in the dividends, profits, income and revenues and/or bear lower risk and percentage loss than what it contributes to the JV arrangement.

k. For as long as the LGU-Dumalinao is involved in the JV undertaking, the PSP shall not sell/transfer its interest in the JV Company without the express written consent of the former.

l. The share or equity of the LGU-Dumalinao in the JV arrangement may be advanced, in full or in part, by the PSP where the PSP shall be paid from the future revenues due the municipality either by set-off or actual payment.

m. The JV activity may, subject to the terms of the competitive selection process, include the divestment, disposition or transfer of ownership of the JV activity, equity, asset or project to the PSP or JV partner. The divestment or disposition may take place at the end of the JV period or before the term ends.

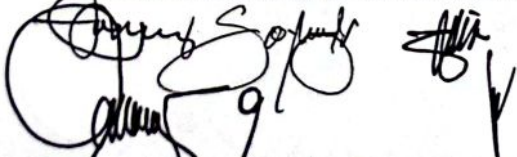
16. Procurement made by the LGU-Dumalinao using public funds shall be subject to the Government Reform Act (GPRA) and its Revised Implementing Rules and Regulations Procurement made by the PSP using private funds shall not be covered by the said statute.

17. The revenues, funds, expenditures and contributions of the Municipality shall be subject to the audit examination by the COA, Revenues, funds, expenditures and contributions of the PSP shall be subject to audit by a private auditing firm.

18. Any subsidy, guarantee, equity or contingent liability assumed or given by the Municipality must be reflected, disclosed and recognize in the annual appropriations of the Municipality.

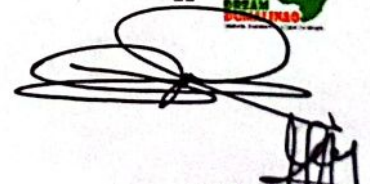
**SECTION XII. GOVERNMENT-TO-GOVERNMENT JOINT P4 UNDERTAKINGS.** The LGU-Dumalinao by mutual agreement in a Government-to-Government arrangement with other local governments, national governments agencies, government-owned and controlled corporations, government instrumentalities and government corporate entities, may implement P4 Projects for projects located within the municipality's territory or those projects that will benefit the municipality and its community even if the project site is outside the municipality's territory; provided, that the collaborating or partner government entity jointly undertakes with the LGU-Dumalinao the selection of the PSP using the appropriate P4 Modality.

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



21







### CHAPTER 3. P4 PROCEDURES AND P4 CONTRACT

#### SECTION XIII. PROCEDURES. The following procedures shall apply:

1. For BOT Law variants, the LGU-Dumalinao must comply with the procedure set forth in the BOT Law and its Implementing Rules and Regulations.

2. For Management and Service Contracts where local government funds will be used, the LGU-Dumalinao shall comply with Republic Act No. 9184 or the Government Procurement Reform Act and its Implementing Rules and Regulations.

3. For Concessions, Leases or Affermage, and management and Services Contracts where public funds are not used to procure the services of the PSP, competitive selection, limited negotiations, competitive negotiations or competitive challenge as defined herein may be utilized to select the PSP.

4. For onerous donations, competitive negotiations or competitive challenges as defined herein may be utilized to select the PSP. For gratuitous donations, the competitive processes mentioned herein need not to be followed. However, the deed of donation must be made known to the public.

5. For Joint Ventures, Rehabilitate-Transfer, Rehabilitate-Lease-and-Transfer and Rehabilitate-Transfer-and-Operate, competitive selection, limited negotiations or competitive challenge as defined herein may be utilized to select the PSP/JC partner.

6. For Divestment or Disposition of a property, COA Circular No. 89-296 (January 27, 1989) shall be applicable.

7. For the incorporation of a subsidiary with equity from the PSP, the Corporation Code shall be followed.

8. For the Divestiture of a subsidiary or corporation Incorporated by the municipality under Corporatization, the sale may be pursued via a public offering or through a public auction or other relevant schemes under COA Circular No. 89-296 (January 27, 1989).

9. If the LGU-Dumalinao opts to select a PSP using either Competitive Selection or Competitive Challenge, the municipality in the Competitive Selection and Competitive Negotiations, and the PSP in the Competitive Challenges approach must prepared and submit a Feasibility Project or Study may be reimbursed by the wining PSP to the LGU-Dumalinao under the Competitive Selection mode.

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



22







10. All recommendations of the P4 Selection Committee shall be submitted to the Municipal Mayor for consideration and approval.

11. All P4 contracts must be signed by the Municipal Mayor with prior authorization by the Sangguniang Bayan through a resolution. The terms and provisions of the P4 contract must be approved or confirmed by the Sangguniang Bayan through an Ordinance.

12. During the consideration of the draft P4 Contract by the Sangguniang Bayan, a public consultation/hearing shall be conducted explaining the P4 Project, P4 Contract, accountability mechanisms built into P4 arrangement, the benefits and costs of the P4 Project, among other relevant matters.

13. After the signing of the P4 Contract by the Municipal Mayor, the P4-Selection Committee shall issue the Notice of Award to the Private Sector Proponent (PSP). After the required condition precedents are complied with by the winning PSP, the Municipal Mayor, upon the recommendation of the P4-SC, shall issue the Noticed of Proceed.

14. While the P4 Contract is already valid, perfected and enforceable, it may be submitted for judicial, executive or administrative confirmation from the courts or appropriate government institutions.

**SECTION XIV. PUBLIC-PRIVATE PARTNERSHIP FOR THE PEOPLE (P4) SELECTION COMMITTEE.** There is hereby created a P4 Selection Committee (P4-SC) for purposes of selecting a Private Sector Proponent (PSP) for a specific P4 Project. The P4-SC, to be constituted and convened by the Municipal Mayor, shall be composed of the following:

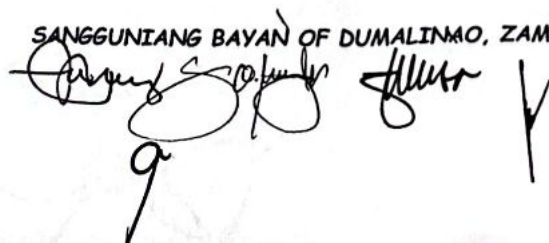
a. Chairperson – The Mayor or the Municipal Administrator or if so designated by the Mayor at least a third making officer of the Municipality (Department Head);

b. Secretary – Secretary to the Sanggunian or Municipal Legal Officer/Department Head assigned by the Municipal Mayor;

c. Members:

1. Municipal Treasurer;
2. Municipal Planning and Development Officer;
3. One (1) representative from and selected by the Sangguniang Bayan designated in an appropriate resolution; and
4. Two (2) representatives from and chosen by the accredited CSOs, POs and NGOs who are members of the Municipal Development Council.

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



23







A quorum of the P4-SC shall be composed of a simple majority of all voting members. The Chairperson shall vote only in case of a tie.

The P4-SC with the approval of the Municipal Mayor may invite provisional non-voting members from the national government agencies, regulatory agencies, NEDA, DILG, and the private sector to observe in the proceedings of the P4-SC; and form a support staff composed of employees and staff of the municipality.

The P4-SC shall be responsible for all aspects of the pre-selection and selection process, including, among others, the preparation of the Feasibility or Project Study and services of the PSP, and onerous donations and the LGU-Dumalinao invites two or more qualified PSPs to enter into negotiations for a P4 projects, unless there is only one qualified offeror with a unique specialization, informing all the qualified PSPs that there is more than one offeror and simultaneous negotiations are being conducted ad that the P4 contract shall be awarded to the PSP which offers the best combination of quality and price based on the feasibility or project study prepared by the Municipality. Prior to the start of the negotiations with the identified PSPs, the municipality shall publish the announcement.

**SECTION XV. COMPETITIVE CHALLENGE.** The Competitive Challenge process shall be divided into three (3) Stages, described as:

A. Stages One/ Unsolicited Proposal – The steps are:

1. A Private Sector Proponent (PSP) submits an unsolicited proposal accompanied by a Feasibility or Project Study and draft P4 contract to the LGU-Dumalinao for a projected P4 Project.

2. The P4-SC shall make a determination of the completeness of the unsolicited proposal, the eligibility of the PSP, the necessity for the proposed project, the consistency of the terms of the draft P4 contract with this ordinance, and the appropriateness of the proposed P4 modality.

3. Upon completion of the initial evaluation, the Municipal Mayor, upon recommendation of the P4-SC, shall either issue a certificate of acceptance or non-acceptance of the proposal for purposes of detailed negotiations. Upon the issuance of the certificate of acceptance, the PSP is ipso facto conferred original proponent status and no other proposal for the same project may be subjected to the competitive challenge process.

4. If there is more than one unsolicited proposal submitted for the same P4 Project, the Municipal Mayor, upon recommendation of the P4-SC, may reject all proposals and pursue competitive selection, or accept the

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR

24



*[Handwritten signatures of the Sangguniang Bayan members]*

*[Handwritten signature of the Municipal Mayor]*



unsolicited proposal that is complete and provides the greater advantage and benefits to the community and revenues to the municipality.

**B. Stage Two/Detailed Negotiations – The steps are:**

1. The parties shall negotiate and agree on the terms and conditions of the P4 Project concerning its technical and financial aspects.

2. Once negotiations are successful, the Parties shall issue a joint certification stating that an agreement has been reached and specifying the eligibility of the PSP and the technical and financial aspects of the P4 Project as agreed upon.

3. The issuance of the certification commences the activities for the solicitation for comparative proposals.

4. However, should negotiations not result to an agreement acceptable to both parties, the LGU-Dumalinao shall have the option to reject the proposal by informing the PSP in writing stating the grounds for rejection and thereafter may accept a new proposal from other PSP, decide to pursue the proposed activity through other P4 Modalities or subject the P4 Project to a Competitive Selection.

**C. Stage Three/Competitive or Swiss Challenge Proper – The steps are:**

1. The P4-SC shall prepare the tender documents. The eligibility criteria used in determining the eligibility of the PSP shall be the same as those stated in the tender documents. Propriety information shall, however, be respected and protected, and treated with confidentiality. As such, it shall not form part of the tender and related documents.

2. The Municipal Mayor shall approve all tender documents including the draft contract before the publication of the invitation for comparative proposals.

3. The P4-SC shall publish the invitation for comparative proposals.

4. The PSP or Original Proponent shall post the proposal security at the date of the first day of the publication of the invitation for the comparative proposals in the amount and form stated in the tender documents.

5. In the evaluation of proposals, the best offer shall be determined to include the original proposal of the PSP. If the LGU-Dumalinao determines that an offer made by comparative PSP or challenger other than the negotiated terms with original proponent is superior or more advantageous to the municipality than the original proposal, the PSP who submitted the original

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SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



25





proposal shall be given the right to match such superior or more advantageous offer. Should no matching offer be received within the stated period, the P4 Project shall be awarded to the original proponent, if no comparative proposal is received by the municipality, the P4 Project shall be immediately awarded to the original proponent.

6. In the event that the Original Proponent is not able to match the superior offer of the challenger, the winning challenger shall reimburse, within 30 days from issuance of the notice of award, the original proponent the cost of preparing the project study, provided, that this reimbursement arrangement and the cost of preparing of the project study are expressly stated in the terms of references for the competitive challenge, and that the P4-SC has determined that the cost is reasonable.

**SECTION XVI. SCHEDULES AND TIMELINES.** The Municipal Mayor through an executive order, upon the recommendation of the P4-Selection Committee, shall have the authority to adopt and prescribe the appropriate schedules and timelines for each Private Sector Proponent selection process: provided, that the periods are reasonable and will not undermine free competition, transparency and accountability.

**SECTION XVII. PUBLIC-PRIVATE PARTNERSHIP FOR THE PEOPLE (P4) CONTRACT.**

1. The P4 Contract shall be signed by the Municipality Mayor on behalf of the LGU-Dumalinao with the prior authorization or ratification by the Sagguniang Bayan approving all terms of the P4 Contract, and the duly authorized representative of the PSP.

2. The direct and ultimate beneficiary of any P4 Contract shall be the constituents of the Municipality. Representatives of accredited CSOs, NGOs and POs may sign the P4 Contract as monitoring entity or witness.

3. The principal P4 Contract shall describe the P4 Project, the rights, functions, obligations and responsibilities of an risks assumed by each of the contracting party, dispute mechanisms and all other provisions enumerated under Section V (26) hereof. Whenever appropriate, the P4 Contract shall contain the Preambulatory Clauses or Whereas Clauses, Party Clauses, Rules of Interpretations, Nature of the P4, Term of the Project, Contract Objective, Performance Bonds, key Performance Indicators, Risk Allocation, Rights, and Payments to PSE or PSP, Traffic Scheme, Subsidy or Support Mechanisms, Insurance Requirements, Delay Provisions, Force Majeure, Governmental Action, Government and Public Sector Entity (PSE) Warranties, PSP Warranties, Change in the Law, Regularly Regime, Variations, Terminations, Indemnification, Intellectual Property, Claims, Financial security, Dispute Resolution, Step-in Rights, Changes in the Composition of the PSP/Service

SANGGUNIANG BAYAN OF DUMALINAQ, ZAMBOANGA DEL SUR



26





Provider, Partnership Management, Compliance with all laws, Personnel, Conditions Precedent, among others.

4. The other ancillary contracts may include insurance contracts; loan agreements; bonds; guarantee arrangement; equity arrangements; operations and maintenance contracts; ad engineering, procurement and construction (EPC) contracts.

5. The Municipal Mayor shall not proceed with the award and signing of the contract if there are material deviations from the parameters and terms and conditions set forth in the proposal/tender document that tend to increase the financial exposure, liabilities and risk of the municipality or any other factors that would cause disadvantages to government and any deviation that will cause prejudice to losing PSPs.

6. Neither party shall unilaterally rescind or amend a P4 Contract. Any amendment to a P4 Contract, which if effected will not violate the policy on competition and fairness and does not materially affect the substance of the P4 Contract, after award and signing of contract shall undergo approval by the Municipal Mayor with prior authorization by the Sangguniang Bayan. Non-compliance with the corresponding approval process stated shall render the amendment null and void. Any form of amendment may be allowed after the P4 Contract has been executed, provided that, the right to amend is accorded to all bidders and challengers and specified in the tender documents, and such right is stipulated in the P4 contract. Any amendment must be approved by the Sangguniang Bayan through an ordinance by two-thirds (2/3) vote of members present, there being a quorum.

7. All laws and ordinances are read or deemed to form part of the P4 Contract, Regulation and Contract Management.

8. The gist of the P4 Contract shall be annotated at the back of the title of the property over which the P4 project is located.

9. A P4 Contract, upon the favorable action of the Sangguniang Bayan through an ordinance by two-thirds (2/3) vote of the members present, there being a quorum, may be the subject of a plebiscite funded by local funds pursuant to a referendum under Section 126 of the 1991 LGC.

#### CHAPTER 4. REGULATION AND CONTRACT MANAGEMENT

**SECTION XVIII. PUBLIC-PRIVATE PARTNERSHIP FOR THE PEOPLE (P4) REGULATORY AUTHORITY'S MANDATE.** The P4 Regulatory Authority (P4-RA) created under this Code shall be tasked with performing contract management functions, such as partnership management (i.e., corporate governance, communication and information sharing, and dispute resolution), performance or service

SANGGUNIANG BAYAN, OF DUMALINAO, ZAMBOANGA DEL SUR

27



*[Handwritten signatures of the Sangguniang Bayan members]*

*[Handwritten signature of the Municipal Mayor]*



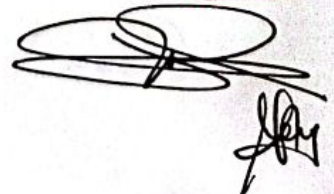
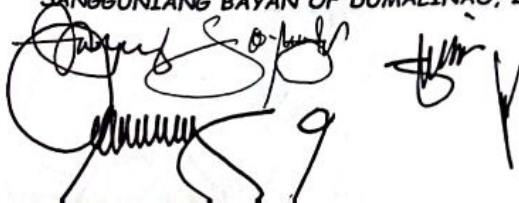
delivery management (i.e., risk management and performance management), and contract administration (i.e., variation management, contract maintenance and financial administration), for all P4 arrangements entered into by the LGU-Dumalinao. Aside from these, the P4-SC shall be responsible for setting and monitoring the tariff, and administering the subsidy pursuant to the P4 contract.

**SECTION XIX. COMPOSITION OF THE PUBLIC-PRIVATE PARTNERSHIP FOR THE PEOPLE (P4) REGULATORY AUTHORITY.** The membership of the P4-SA shall be composed of the following:

- a. Chairperson - Municipal Mayor;
- b. Vice Chairperson - Vice-Mayor or a member of the Sanggunian Bayan to be chosen by the Sanggunian as evidenced by an appropriate resolution;
- c. Members: -
  1. Two (2) representatives of the Sanggunian Bayan belonging to two (2) distinct registered political parties to which the Municipal Mayor does not belong and to be chosen on the basis of proportional representation of all parties represented in the Sanggunian Bayan;
  2. Secretary to the Sanggunian/  
Municipal Legal Officer;
  3. Municipal Treasurer;
  4. Municipal Planning and Development Officer; and
  5. Two (2) representatives from and chosen by the accredited CSOs, POs and NGOs who are members of the Municipal Development Council. These representatives shall not be the same representatives in the P4-SC.

For projects covered by Government-to-Government joint P4 undertakings, the collaborating or partner government entity shall have one (1) representatives in the P4-RA, provided that such representatives shall only sit in meetings of the P4-RA, or portions therefor, and have a vote only on matters directly affecting the P4 project covered by such joint P4 undertakings means

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR





such mutual agreement entered into by the LGU-Dumalinao with other local governments, national government agencies, government-owned and controlled corporations, government instrumentalities and government corporate entities, for the implementation of P4 project that will benefit the municipality and its community even if the project site is outside the locality's territory.

The P4-RA may appoint a contract manager for a P4 project depending on the P4 contact value, complexity and associated risks. The contract manager shall have the necessary management skills and technical knowledge of the goods, service or works to be provided under the P4 contract. The P4-RA shall determine the manner and source of payment for the contract manager's compensation, provided that if the regular employee of the LGU-Dumalinao is appointed as a contract manager, he/she shall not receive additional compensation for such appointment. The contract manager shall have a vote on matters directly affecting the P4 project that he/she is managing. A quorum of the P4-RA shall be composed of a simple majority of all voting member. The chairperson shall vote only in case of a tie.

The P4-RA with the approval of the Municipal Mayor may invite third party experts to attend its meetings to act as advisors and observes. Such third party experts may present national government agencies, regulatory agencies, the NEDA, the P4 center, the DILG, private sector, CSOs, POs and NGOs.


The P4-RA may form a support staff composed of employees and personnel of the Municipality. The P4-RA may also engage consultants hired pursuant in Law.

## SECTION XX. CONTRACT MANAGEMENT MANUAL.

1. The Secretary to the Sanggunian/Municipal Legal Officer, Municipal Treasurer and Municipal Planning and Development Officer and one of the CSO representative of the P4-RA, acting as the P4-RA Manual Committee (P4-RA-MC), shall jointly prepare a contract management manual for each executed P4 contract, which shall serves as a guide to the LGU-Dumalinao and its personnel in ensuring a consistent, high quality contract monitoring process that is specific for such P4 contract.

2. The contract management manual in Section XX, (1) shall be submitted to the P4-RA for approval within twenty-one (21) days form the executive of a P4 contract, provided that, for outstanding P4 contracts concluded prior to the effectivity of this code, the contract management manual shall be submitted to the P4-RA within one hundred and twenty days (120) days from the effectivity of this Code and the provisions of this code shall apply mutatis mutandis.

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



29





3. The P4-RA may accept, reject, or order the revision of the contract management manual at any time during the life of the P4 project, provided that any revision subsequent to the first acceptance of the contract management manual at the inception of the P4 project shall require written notice to the PSP and opportunity to be heard.

4. If the contract management manual has not been approved by the P4-RA within seven (7) days from its submission as provided in paragraph (XX.2), the same shall be deemed issued and approved by the P4-RA for all purposes.

5. The P4-RA shall evaluate each contract management manual quarterly, which shall be amended as may be necessary. Any amendment to the contract management manual shall be effective upon the approval of the P4-RA.

6. The P4-RA, all throughout the life of the P4 Contract, shall present, make available and explain, before and after any material action is taken, all relevant information regarding the implementation of the P4 Contract, the submissions of the PSP and actions taken by the P4-RA, to the Municipal Development Council (MDC).

**SECTION XXI. CONTENTS OF THE CONTRACT MANAGEMENT MANUAL.** Each contract management manual shall include the following information:

1. A description of the P4 project and its history;
2. A summary of the key terms of the P4 contract;
3. Roles and responsibilities of each member of the P4-RA and other municipal personnel and contractors, as applicable, who are involved in the P4 project;
4. Roles and responsibilities of key personnel of the PSP;
5. Details of the post-award conference;
6. Partnership management procedures;
7. Performance or service delivery management;
8. Contract administration; and
9. Project closeout procedures.

**SECTION XXII. POST-AWARD COFERRENCE.**

SANGGUNIAN BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



30







1. Immediately after the P4 contract is awarded, the P4-RA Chairperson shall call a post-award conference to ensure that the LGU-Dumaliniao and the PSP have a clear and mutual understanding of the terms and conditions of the P4 contract, and to determine the responsibilities of the parties. Notice of the post-award conference shall be sent by the P4-RA Chairperson at least five (5) working days before the scheduled date thereof.

2. The post-award conference shall be attended by the members of the P4-RA, such employees and contractors of the LGU-Dumaliniao involved in the management of the P4 contract, and key personnel of the PSP.

3. The P4-RA Chairperson shall preside at the post-award conference, and shall appoint a secretary of the conference from the Municipal personnel present.

4. The minutes of the conference shall be sent to each participant within five (5) days of the adjournment of the conference.

### **SECTION XXIII. PERSONNEL AND TRAINING REQUIREMENTS.**

1. The contract management manual shall identify the municipal personnel involved in contract management, the specific roles and responsibilities of each, and the skills and technical knowledge required to perform their functions.

2. Independent contractors may be engaged in the absence of the qualified Municipal/Barangay personnel, provided that, except in the case of contract managers engaged in accordance with Section VIII (c) contractors may only be engaged for a period not exceeding three (3) years from the effective date of the P4 contract. Such contractor shall:

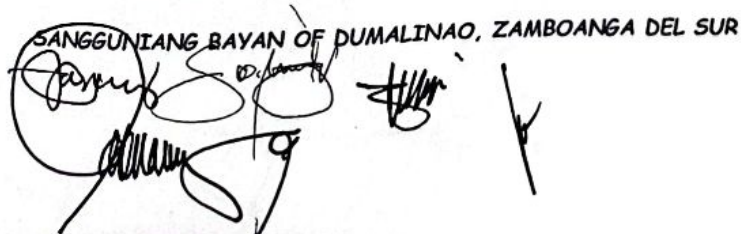
a. Have at least two (2) understudies; and

b. Provide a training program for municipal personnel in his field of specialization, with such training being done regularly during regular office hours.

3. During the contract life, the municipal personnel shall undergo such continuous training on contract monitoring to ensure that the LGU-Dumaliniao is equipped to monitor reliably the PSP's performance over the entire life of the P4 contract.

**SECTION XXIV. PARTNERSHIP MANAGEMENT.** Each contract management manual shall identify processes to ensure accountability and manage the relationship between the municipality and the PSP, and shall describe:

SANGGUNIANG BAYAN OF DUMALINIAO, ZAMBOANGA DEL SUR



31





1. Each party's governance structure, including the overall system of institutional structures, operating rules, compliance mechanisms and accountability procedures;

2. Guidelines on communication and information sharing between the Municipality and the PSP, including reporting requirements, frequency and purposes of regular meetings, record-keeping of all exchanges, and the acceptable modes of correspondence between them; and

3. The process for resolving disputes between the parties, identifying, among others, the different levels of dispute resolution, offices and officials involved, timetable for resolving such disputes, and possible actions to compel a party to adequately comply with the contractual terms.

**SECTION XXV. PERFORMANCE OR SERVICE DELIVERY.** The contract management manual shall identify measures to ensure that the services or goods provided by the PSP are in accordance with the standards and prices agreed in the P4 contract. Such measure shall include:

1. An identification of risks under the P4 contract, the timetable for resolving such risks when they arise, contingency plans that ensure immediate resumption of services in the event of an interruption of services delivery by the PSP, and penalties for failing or refusing to resolve them, provided that a separate risk mitigation plan shall be developed and periodically reviewed and updated throughout the life of the contract for contracts with significant risks;

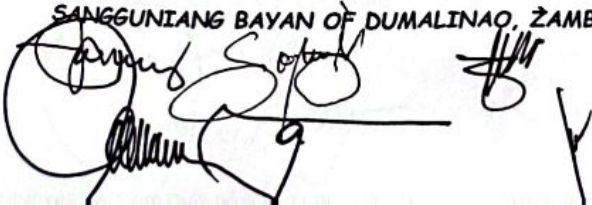
2. Clear and demonstrable key performance indicators that demonstrate evidence of poor, satisfactory or non-performance by the PSP, taking into consideration the cost and value obtained, performance and customer satisfaction, delivery improvement, delivery, capability, benefits realized and relationship strength and responsiveness.

3. Performance management plan and performance monitoring system that will be used by the municipality to monitor affordability, service delivery, values for money, quality and performance improvements, which shall in all cases include:

a. A timetable and start and end date for each performance component, including milestone with accompanying timeframes, dependencies, required or desired outcomes, and acceptable performance levels;

b. Requirements and standards to be used to monitor PSP performance;

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR





c. Procedures and guidelines for measuring customer satisfaction and mechanisms to solicit end users feedback;

d. Submission of regular, accurate and timely reports by the PSP, Municipal personnel or the contract manager, as applicable, to the P4-RA detailing performance monitoring efforts and the types of information that should be included in such reports.

e. The LGU-Dumalinao access to PSP records to allow municipal personnel to verify the information that the PSP reports to them and to ensure that funds are expended properly;

f. Random inspections of PSP records and on-site monitoring visits;

g. Regular meetings with the PSP to review progress, discuss problems and consider necessary changes; and

h. A performance review and corrective actions system that apply to non-compliance or breach of contract, and penalties for non-performance and bonuses for good performance.

**SECTION XXVI. CONTRACT ADMINISTRATION.** The contract management manual shall lay down a contract administrations system, which shall include:

1. Systems and procedures for variations management the roles and responsibilities of Municipal personnel, and reportorial requirements for each event of proposed or successful contract variation.

2. A system for contract maintenance, identifying key contract deliverable ad schedules, as well as trigger events; and

3. Systems and procedures for financial administration, including an estimate of the resources that the LGU-Dumalinao will devote thereto, systems and procedures to make end receive financial payments, and rules for keeping records of financial transactions in accordance with the requirements of the contract.

**SECTION XXVII. CLOSEOUT PROCEDURES.** Formal written closeout procedures shall be included in the contract management plan to ensure that all goods and services have been delivered satisfactorily, all properties are disposed accordingly, all Municipal properties are returned, and all amounts due under the P4 contract have been paid.

**SECTION XXVIII. POST-CONTRACT REVIEW.** A post-contract review shall be conducted at the end of the contract period, which shall include a post-contract analysis, evaluations and reporting of the P4 project, the PSP's

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR

33





performance, and the municipality's contract management system. The post-contract review shall be likewise include a financial audit of the entire P4 project and determination of lessons learned. Municipal policies and procedures shall be updated where required. Notwithstanding the requirement herein, if the P4 contract is subject to renewal or extensions, the post-contract review shall be conducted within a reasonable time before the deadline for such renewal or extension.

**SECTION XXIX. DOCUMENT CONTROL.** The P4-RA shall act as the administrator of documents and correspondence relating to the P4 project and the P4 contract. The contract management manual shall:

1. Identify the documents and correspondences that must be retained by the P4-RA;
2. Require that all such documents be kept in both electronic and paper format during contract life or such longer period as may be required under applicable law; and
3. Lay down the protocol for document storage, logging, accountability, disclosure and access by the parties and the public.

#### **CHAPTER 5. ACCOUNTABILITY, INFORMATION, EDUCATION, AND MONITORING.**

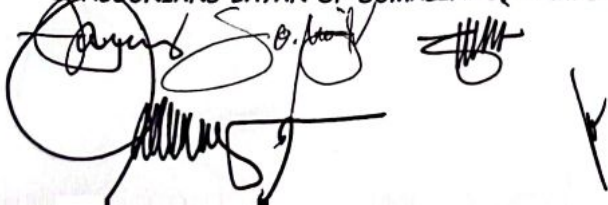
**SECTION XXX. CODE OF CONDUCT.** Before commencing their functions, each member of the P4-SC and the P4-RA and the contract manager shall sign a Code of Contract, which shall guide each member in the performance of their duties as such.

Such Code of Conduct shall require each member to, among others:

1. Act of all times in accordance with relevant legislation and regulations;
2. Act of all times with fidelity, honesty, integrity and in the best interests of the municipality and its constituents;
3. Recognize the public's right to access to information in accordance with law;
4. Not misuse his or her position ad privileges of a member of the P4-SC and the P4-RA, whether or not such will prejudice the interest of the public, the PSP, or any third person;

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SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



34







5. To take the utmost care in ensuring reasonable protection of the records of each P4 project, and to not disclose any confidential and proprietary information to persons without a need to know such information, or in violation of any non-disclosure requirements under law or contract;

6. Carry out his or her duties with the skill and care expected from a person of knowledge and experience, and to exercise prudent judgment;

7. Forthwith report to the appropriate authorities any act of negligence, fraud, corruption, misuse of government funds, failure or refusal to perform duties, or any other act or which may constitute a crime or offense, or which is prejudicial to the public interest, in the selection of the PSP and implementation of a P4 contract;

8. Forthwith declare any personnel or business interest that he or she, or any of his or her relatives within the fourth degree of affinity or consanguinity, may have in any business of a PSP, in which case the official or representative shall no longer be a member of the P4-SC and P4-RA;

9. Forthwith declare any conflict of interest, insofar as the P4 project is concerned, that he or she may have or will have, in which case, the official or representative shall not longer be a member of the P4-SC and P4-RA;

10. Not vote or act in a particular way on any matter in consideration of any offer, promise, gift or present, from a member of the public, government, a political party, social group or CSO, PO, NGO, or any stakeholders or potential stakeholder;

11. Not receive any gift or anything else of value which is or may be viewed as aimed at influencing or directing his or her vote or actions; and

12. To disclose immediately to the P4-SC or to the P4-RA as the case may be, any attempted inducement that may be construed as aimed at influencing or directing his or her acts as a member of the P4-SC and the P4-RA.


**SECTION XXXI. DISCIPLINARY ACTION.** Violation of this code and the code of conduct insofar as the municipal elective officials are concerned, shall constitute a ground for disciplinary action or amount to loss of confidence under the 1991 LGC and relevant laws, and with regards to local appointive officials, such violation shall render them administratively liable.

Officials may also be rendered criminally liable under applicable laws and ordinance. Representatives of the PSP shall be held liable for damages, offenses and crimes depending on the nature of their participation and involvement in the unlawful act or omission.

SANGGUNIANG BAYAN OF DUMALINAQ, ZAMBOANGA DEL SUR



35





**SECTION XXXII. LIABILITY.** The LGU-Dumalinao and its officials, in undertaking a P4 project, selecting a PSP and implementing a P4 contract, shall not be exempt from liability for death or injury to persons or damage to property. Failure to respect a duly-executed P4 Contract by successor officials shall render them liable without prejudice to the application of Alternative Dispute Resolution mechanisms under Section XXXIX hereof.

**SECTION XXXIII. SOCIAL ACCOUNTABILITY.** The LGU-Dumalinao shall ensure, promote and eliminate all obstacles to social accountability and allow and enhance constructive engagement between citizen's group, academe, consumers, rate-payers, general public, local government, national government agencies, regulatory agencies, and the PSP.

**SECTION XXXIV. TRANSPARENCY AND RIGHT TO INFORMATION.** The P4 contract, feasibility or project studies, bidding documents, terms or references, results of the PSP selection process. Code of Conduct, contract management manual, minutes of a post-award conference P4-RA, and P4-RA-MC, and other relevant documents and instruments shall be posted in two conspicuous places of the locality and uploaded in a dedicated website of the P4-RA which can be freely accessed by the public. The LGU-Dumalinao shall also implement a strategic communication plan addressed to all stakeholders.

**SECTION XXXV. CAPABILITY-BUILDING PROGRAM.**

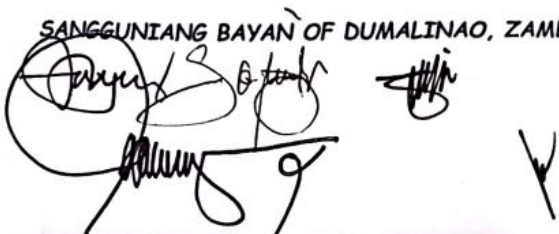
1. The Municipality shall design and implement a continuing education and capacity-building program on P4 for its officials, and member of the P4-SC and P4-RA.

2. The LGU-Dumalinao shall also undertake a comprehensive and sustained education and governance campaign aimed at informing all stakeholders and CSOs, POs and NGOs about P4 ventures of the municipality and allowing them to participate in the overall P4 program of the locality. The program shall include strategic and annual evaluation and planning sessions, workshops, seminars, focus-group discussion on P4, market opportunities, project, management of contracts and regulation of P4 and other P4-related topics.

3. The LGU-Dumalinao may top consultants to assist them in implementing P4 and in building capability for P4.

**SECTION XXXVI. MONITORING AND GOVERNANCE AUDIT PROGRAM.** The LGU-Dumalinao, in order to ensure transparency and accountability, shall encourage CSOs, POs, NGOs and civic aggrupations to establish a P4 monitoring, evaluation and governance audit body functionally and fiscally independent from the locality and other government institutions.

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



36







**SECTION XXXVII. TECHNICAL AND FINANCIAL ASSISTANCE.** The DILG, Department of Finance, Department of Budget Management, NEDA and the PPP Center may extend technical and financial assistance to the Municipality and such assistance may be embodied in a memorandum of understanding or agreement.

## CHAPTER 6. FINAL PROVISIONS

**SECTION XXXVIII. APPROPRIATIONS.** Necessary funds are hereby appropriated from the General Fund and other available funds of the LGU-Dumalinao for the implementation of this code and other pertinent laws.

**SECTION XXXIX. ALTERNATIVE DISPUTE RESOLUTION.** All P4 contracts of the municipality shall include a provision on the use of Alternative Dispute Resolution (ADR) mechanisms in resolving disputes arising from the P4 contract. All controversies in connection with P4 undertakings and projects of the municipality shall likewise addressed using ADR.

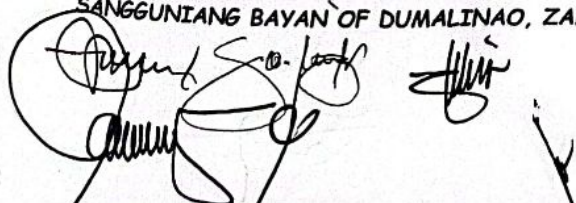
**SECTION XL. IMPLEMENTING RULES AND REGULATIONS.** While this code and the provisions hereof are already operative upon the code's effectivity, the Municipal Mayor may issue the appropriate and relevant rules and regulations for the proper implementation of the code or its provisions, including the issuance of relevant mechanisms to ensure competitions, manuals, guidelines, sample contracts and bid documents, P4 indexes and comparators and performance scorecards.

1. P4 contracts entered into prior to the enactment of this P4 code in strict compliance with the provisions hereof are hereby confirmed.

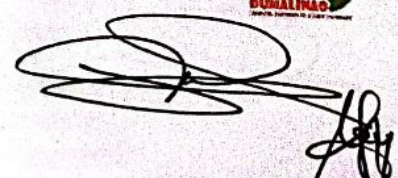
2. P4 contracts entered into prior to the enactment of this P4 code without strictly complying with the applicable procedure set forth herein for the selection of the PSP shall be considered as negotiated agreements under stage two of Section XV (2) which must be subjected to competitive challenge; provided that, after publication and no expression of interest is submitted by an interested qualified party at the designated time, the subject P4 contract shall be deemed perfected, and vested and contractual rights shall continue to subsist and operate.

3. P4 contract entered into prior to the enactment of this P4 code may be amended; provided that the terms of the original P4 contract allow for amendments, or the amendments do not tend to increase the financial exposure, liabilities and risk of the LGU-Dumalinao or any other factors that would cause disadvantages to the municipality and any deviation that will cause prejudice to losing PSPs; further, that the amendments are approved by the Municipal Mayor with prior authorization from the Sanggunian Bayan, and

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR









the revised terms are approved or confirmed by the Sanggunian through the enactment of an ordinance.

4. Procedures and steps commenced and undertaken for the selection of, and statuses and rights conferred on a PSP prior to the effectiveness of this ordinance shall be operative, confirmed and recognized, and shall henceforth be continued under this Ordinance.

**SECTION XLII. APPLICATION OF OTHER PPP/P4 LAWS AND REGULATIONS.**

Whenever relevant and appropriate as determined by the Municipal Mayor and in the absence of a specific provision to the contrary, upon recommendation of the P4-SC and the P4-RA as the case may be, the BOT Law, the GPRA, Executive Order No. 301 (26 July 1987), COA circular no. 89-296 (January 27, 1989), and their applicable rules and regulations, and the JV Guidelines adopted by the NEDA, either the 2008 or 2013 versions, shall apply in a suppletory manner.

**SECTION XLII. AUTHORITY OF COMPONENT LOCAL GOVERNMENT UNITS.**

1. The authority of component LGUs to enact their respective P4 ordinances, and to implement P4 projects is hereby recognized by the Local Government Unit of Dumalinao.

2. The LGU-Dumalinao encourages the component LGUs on their own or in partnership with other LGUs and national government agencies, government-owned and controlled corporations, government instrumentalities, state universities and colleges and government financial institutions to pursue the P4 as a development strategy and implement P4 projects that shall serve general welfare and the public good.

**SECTION XLIII. REPEALING CLAUSE.** All ordinances, resolutions, memorandum, circulars, rules and regulations inconsistent with the provisions of this Code are hereby repealed or modified accordingly.

**SECTION XLIV. SEPARABILITY CLAUSE.** If, for any reason, any section or provision of this Code or any part thereof, or the application of such section, provisions or portion is declared invalid or unconstitutional, the remainder thereof shall not be affected by such declaration.

**SECTION XLV. EFFECTIVITY.** This code shall take effect fifteen (15) days after its posting in three (3) conspicuous places within the municipality.

**ENACTED** this 26<sup>TH</sup> day of FEBRUARY 2024 at Dumalinao, Zamboanga del Sur.

SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR




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I HEREBY CERTIFY to the correctness of the foregoing Ordinance.

  
**DARRYLLE ANGELOU A. DALID, MPA, JD**  
Acting Secretary to the Sanggunian

Attested by:

  
**WILFREDO L. MALONG, SR.**  
Vice Mayor - Presiding Officer

Approved by:

  
**JUNAFIOR S. CERILLES, RMT, MAGD**  
Municipal Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR

39



9







**PUBLIC HEARING  
MINUTES  
AND  
ATTENDANCE**





**OFFICE OF THE SECRETARY TO THE SANGGUNIANG**

**EXCERPTS FROM THE MINUTES OF THE PUBLIC HEARING OF THE PROPOSED ORDINANCES OF THE 12<sup>TH</sup> SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR ON JANUARY 19, 2024, HELD AT MUNICIPAL GYMNASIUM, DUMALINAO ZAMBOANGA DEL SUR.**

**A. OPENING SESSION.**

The meeting commenced with an opening prayer was given by Hon. Vicente F. Munion and followed by the singing of the Philippine national anthem led by Hon. Aileen P. Lira.

The Municipal Vice Mayor Hon. Wilfredo L. Malong Sr., given an welcome remarks.

- Acknowledgement of participants and speakers.

- Acknowledgement of the participants and the key speakers was given by Mr. Darrylle Angelou Dalid the acting Secretary to the Sanggunian.

- Overview of the conduct of Public Hearing.

- Hon. Hermes Cabaes the chairman on Committee on Rules and Good Government and Public Accountability gives an overview of the conduct of the public hearing.

**B. PRESENTATION OF PROPOSED ORDINANCES.**

1. Hon. Frederick R. Balandra presented the proposed ordinance enacting the Municipal Code pursuing a Public- Private Partnership for the people initiative for Local Government Unit (LGU P4) approach towards developments, providing for the procedure for the selecting the private sector proponent adopting a contract management framework and providing appropriation and for other purposes and discussed the important features and purpose of the ordinance that seeks to foster collaboration between the public and private sectors to drive sustainable development and address community needs.

2. Hon. Ma. Gemma C. Albiso presented the proposed ordinance providing an additional guidelines of Safe Spaces Act in the Municipal Ordinance No. 2017-05-413, otherwise known as the modified GAD Code of Dumalinao, to prevent



the occurrence of gender-based sexual harassment in streets and public spaces, online, in workplaces and in educational and training institutions in the Municipality of Dumalinao, Zamboanga del Sur, and appropriating funds for the purpose thereof and discussed the important features and purposes in ensuring women's right and protection and their full participation in the community.

3. Hon. Ma. Gemma C. Albiso presented the proposed ordinance amending the Children's Code of the Municipality of Dumalinao, Zamboanga del Sur, and explained important matters to ensure the protection of children against all forms of abuse, exploitation and discrimination.

4. Hon. Ma. Gemma C. Albiso presented the proposed ordinance prioritizing the Pantawid Pamilyang Pilipino Program (4Ps) beneficiaries including the existing households for convergence provision pursuant to RA 11310, and appropriating funds and for other purposes and deliberated the social assistance program, which is to provide support to the poor family to alleviate their needs and enables the children to be able to obtain their academic needs such as educational materials and supplies.

5. Hon. Hermes B. Cabales presented the proposed ordinance amending certain sections and imposition of new fees and charges of Municipal Ordinance No. 2014-08-384 as amended by Municipal Ordinance No. 2020-03-441 otherwise known as the Revenue Code of the Municipality of Dumalinao, Zamboanga del Sur.

6. Hon. Jelito R. Peñonal presented the proposed ordinance mandating the enforcement of pre-emptive and forced evacuation during emergency situations caused by man-made or natural disaster and providing additional guidelines thereof, amending for the purpose ordinance no. 2017-05-419 of the Municipality of Dumalinao, Zamboanga del Sur.

7. Hon. Romeo D. Parila presented the proposed ordinance, prescribing proper management, containment and control of African Swine Fever (ASF) in the Municipality of Dumalinao, Zamboanga del Sur, imposing penalties for violations and appropriating funds thereof and explained the purpose and importance of the guidelines and implementation of African Swine Fever (ASF) in the locality, which is to avoid highly contagious viral disease of domestic and wild pigs.

8. Hon. Romeo D. Parila presented the proposed ordinance preserving and promoting the indigenous culture and arts in the Municipality of Dumalinao, Zamboanga del Sur, providing funds thereof.

9. Hon. Jelito R. Peñonal presented the proposed ordinance requiring all businesses, commercial complexes, and establishments considered as high risk



to install Close Circuit Television (CCTV) camera and providing penalties for violation thereof. According to Hon. Jelito R. Peñonal the purpose of this ordinance is to help and prevent the occurrence of the crime rate in the locality and to ensure the public with regards to the safety of the community.

10. Hon. Romeo G. Ligan presented the proposed ordinance declaring and establishing the Four Hundred Thirty-Nine Thousand Six Hundred (439,600) square meters coastal area of Zone 1 as Mangrove Protected Area, providing funds and penalties for the purpose thereof.

**C. OPEN FORUM.**

The members of the LIGA ng mga Barangay has no questions, qualifications, and comments to the different proposed ordinances by the Sangguniang Bayan of Dumalinao.

**D. CLOSING REMARKS.**

The closing remarks was given by Hon. Hermes B. Cabales.

**E. CLOSING PRAYER.**

A closing prayer was given by Hon. Romeo D. Parila.

Prepared by:

  
**LING HUI Y. CHUNG**  
Staff of the Sangguniang Bayan

Attested by:

  
**DARRYLLE ANGELOU DALID, MPA, JD**  
Acting Secretary to the Sangguniang



MUNICIPALITY OF DUMALINAO  
OFFICE OF THE SANGGUNIANG BAYAN

**PUBLIC HEARING ATTENDANCE SHEET**  
JANUARY 19, 2024

NAME	ADDRESS	SIGNATURE
KIAN P. AMOMOMON	TINA	
Ariel M. Benaro	Calingayan	
Arbido M. Segovra	Tubog-Pait	
Leonora E. Aquino	Murulang	
Celso B. Amador	AROCANGAN	
Joel Famon	Leblan	
Amar G. Retardo	Pinalibano	
ALBERTO P. ABALDE	MOTOSAUA	
Federick R. Balanora	Dumalinao-SB	
Kunal M. Formin	Mabokan	
Ponciano M. Gumarasac	Mactab-Cung	
AGENCIACIA S. PARDILLO	MALASIK	
FILBERTO C. Docena Jr	Paloa	
Michael Almiral	Crato 2f	
CABALES, KITAN	UP-DUMALINAO	
Nestor M. Caylan	camalig	
JHSIE MIEZ C. PAUS	Sumbat	
Edwin F. Lujan	Tubog-us	
EDWIN M. CABANLIT	LOCUBAN	
PHILLY A. LABANA	PALALAN - SB	
JERMEZ B. CABANLIT	SB	
Leotilo J. Yanoalan	PAG-ASA	
MA. CORINA D. ORO	SB	
MISTY SHEEN P. TINGGALONG	MAHA	
AWEEN LIRA	D. MISAMIS	
Joemar E. Suanob	MORPANO	
Rommel A. Cruzon	Binalik	
RONALDO D. ENQUAD	SB	
PHILLY LAYKAY	SB	
JENNEL PANANG	PAG-LAHY	
VICENTE MUNIAN	CAUANGA	
ERICKO SUPERALES	SAN-AUGUSTIN	
CARLOS GUMINBA	PAG-ONG SILO	
JONIS LEXON	BALOBAN	









**OFFICE OF THE SECRETARY TO THE SANGGUNIAN**

**EXCERPTS FROM THE MINUTES OF THE PUBLIC HEARING OF THE PROPOSED ORDINANCES OF THE 12<sup>TH</sup> SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR ON JANUARY 23, 2024, HELD AT MUNICIPAL GYMNASIUM, DUMALINAO ZAMBOANGA DEL SUR.**

**A. OPENING SESSION.**

The meeting commenced with an opening prayer and followed by the singing of Philippine national anthem through audio-visual presentation. The Municipal Vice Mayor Hon. Wilfredo L. Malong Sr., gives his opening remarks.

- Acknowledgement of participants and speakers.

- Acknowledgement of the participants and the key speakers was given by Mr. Darrylle Angelou Dalid the acting Secretary to the Sanggunian.

- Overview of the conduct of Public Hearing.

- Hon. Hermes Cabales the chairman on Committee on Rules and Good Government and Public Accountability gives an overview of the conduct of the public hearing.

**B. PRESENTATION OF PROPOSED ORDINANCES.**

1. Hon. Frederick R. Balandra presented the proposed ordinance enacting the Municipal Code pursuing a Public- Private Partnership for the people initiative for Local Government Unit (LGU P4) approach towards developments, providing for the procedure for the selecting the private sector proponent adopting a contract management framework and providing appropriation and for other purposes and discussed the important features and purpose of the ordinance that seeks to foster collaboration between the public and private sectors to drive sustainable development and address community needs.

2. Hon. Ma. Gemma C. Albiso presented the proposed ordinance providing an additional guidelines of Safe Spaces Act in the Municipal Ordinance No. 2017-05-413, otherwise known as the modified GAD Code of Dumalinao, to prevent the occurrence of gender-based sexual harassment in streets and public spaces, online, in workplaces and in educational and training institutions in the Municipality of Dumalinao, Zamboanga del Sur, and appropriating funds for



the purpose thereof and discussed the important features and purposes in ensuring women's right and protection and their full participation in the community.

3. Hon. Ma. Gemma C. Albiso presented the proposed ordinance amending the Children's Code of the Municipality of Dumalinao, Zamboanga del Sur, and explained important matters to ensure the protection of children against all forms of abuse, exploitation and discrimination.

4. Hon. Ma. Gemma C. Albiso presented the proposed ordinance prioritizing the Pantawid Pamilyang Pilipino Program (4Ps) beneficiaries including the existing households for convergence provision pursuant to RA 11310, and appropriating funds and for other purposes and deliberated the social assistance program, which is to provide support to the poor family to alleviate their needs and enables the children to be able to obtain their academic needs such as educational materials and supplies.

5. Hon. Hermes B. Cabales presented the proposed ordinance amending certain sections and imposition of new fees and charges of Municipal Ordinance No. 2014-08-384 as amended by Municipal Ordinance No. 2020-03-441 otherwise known as the Revenue Code of the Municipality of Dumalinao, Zamboanga del Sur.

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7. Hon. Romeo D. Parila presented the proposed ordinance, prescribing proper management, containment and control of African Swine Fever (ASF) in the Municipality of Dumalinao, Zamboanga del Sur, imposing penalties for violations and appropriating funds thereof and explained the purpose and importance of the guidelines and implementation of African Swine Fever (ASF) in the locality, which is to avoid highly contagious viral disease of swine.

8. Hon. Romeo D. Parila presented the proposed ordinance preserving and promoting the indigenous culture and arts in the Municipality of Dumalinao, Zamboanga del Sur, providing funds thereof.

9. Hon. Jelito R. Peñonal presented the proposed ordinance requiring all businesses, commercial complexes, and establishments considered as high risk to install Close Circuit Television (CCTV) camera and providing penalties for violation thereof. According to Hon. Jelito R. Peñonal the purpose of this



ordinance is to help and prevent the occurrence of the crime rate in the locality and to ensure the public with regards to the safety of the community.

10. Hon. Romeo G. Ligan presented the proposed ordinance declaring and establishing the Four Hundred Thirty-Nine Thousand Six Hundred (439,600) square meters coastal area of Zone 1 as Mangrove Protected Area, providing funds and penalties for the purpose thereof.

### **C. OPEN FORUM.**

Mr. Realino Butlig from Baga Dumalinao, Zamboanga del Sur, questioned if kining mga mag- ipon, kay mabuntis ang babae mangatubang man jud ang lalaki, ipunon nalang sila or unsa may angay nga buhaton ana?

Ms. Ellen May E. Saripada, the resource speaker replied nag depende na sa inyuha ug maningug mo kay ang government nag hatag na sila nato og protection. Naa man gud pud ta'y mga bata nga mahadlok sa parents. So diha name musolod para matabangan ang usa ka bata.

Hon. Ma. Gemma Albiso, the committee chairman on Family and Children, walay mahitabo sa atong mga anak kung kita mag tutuk nila, kung tutukan lang nato atong mga anak para sa ma-improve ilang kaugalingon og kaugmaon.

Mr. Clemente Ema from DOREMIA Organization, raised a question if unsa jud ta ka sure nga kanang tubiga safe na siya imnon.

Engr. Archuny Ozaraga, the resource speaker answered nga moagi na ang atong tubig sa examine para atong makita nga safe bana nga imnon or naa pa ba siya'y hugaw.

Mr. Clemente Ema asked puro rajud ba penalty ang nakaprovide sa proposed ordinance establishing Magrove Protected Area? Wala bana'y Exemption.

Hon. Romeo G. Ligan answered nga naa tay exemption sama sa educational tour, authorized ka nga mosulod sa maong lugar and justifiable emung reason nganung naabot emung mga hayop dra sa area.

Mr. Ronnie Ruizal from DepEd raised a questioned about environmental bond/deposit sa municipal facilities sa lungsod if asa paingun and deposit.

Hon. Hermes B. Cabales answered nga ug wala nalimpyo ang giabangan nga facilidad after paghuman ug gamit niini, mapaingun na sap undo sa lungsod ang bond/deposit.



Mr. Clemente Ema asked kabahin sa tradition sa IP, if saunang panahon naa may butlog nganu nawala na karun.

Hon. Romeo Parila the Municipal Indigenous People Mandatory Representative (IPMR), replied nga maong nawala ng Butlog kay daku kayo ug gasto, pero sa pagkakarun gibalik na kay mosuporta naman ang atong lungsod.


**D. CLOSING REMARKS.**

The closing remarks was given by the Municipal IPMR Hon. Romeo Parila.


**E. CLOSING PRAYER.**

A closing prayer was given by the Barangay Sumadat IPMR Mrs. Lolita Talpis Dalis.

Prepared by:

  
**LING HULY CHUNG**  
Staff of the Sangguniang Bayan

Attested by:

  
**DARRYLLE ANGELOU DALID, MPA, JD**  
Acting Secretary to the Sangguniang





# ATTENDANCE



## PUBLIC HEARING ATTENDANCE SHEET

JANUARY 23, 2024

NAME	DESIGNATION	SIGNATURE
1. ISABELITA C. SUZON	WOMENS PRES. BIRLIK	
2. Cherry E. Pielag	Womens Member	
3. PERLA N. PICON	REDASA REBOKON	
4. Maria Bukilag	Union Plus Pina	
5. Juanita M. Reyes	RIC Pres. Subopad	
6. Wilma R. Tomplado	Womens Pres. Locuban	
7. DINDO E DELA TORRE	FARMERS PRES. TIKWAS	
8. ARDORO H. MASQUE	F.A. Pres Micoloz	
9. ROBERTO P. MIRANDA	PNP / PINDU	
10. Ma. Purasane Fernandez	PNP / PINDU	
11. DANTE C. DUHILAN	FA FRS: PINDU	
12. ROMMEL S. CADAG	GUARDIANS CHINE BUSTER-FOUNDER	
13. EUGENIO C. ADORABLE	HIREKIA IRRIG. ASS-INC	
14. Dante L. Guendalquiven	FA Pres.	
15. Arlyn P. Divan	Fecheres FOLK V-Pres.	
16. Lolita S. TAFIO	IPMR-Cumabat	
17. CONCEPCION V. ABRENICA	WEM-RIC COORDINATOR	
18. Rolando A. Labarte	MAFC Pres. Paglauran	
19. Saguin, Develyn G.	WEMRIC PRES. Bong Misamis	
20. Jelito R. FERNANDEZ	SA	
21. LETHA, HEIDIE D.	WEMRIC PRES. PROIG-URDAD	
22. RONNIE L. RUIZ	ODESTA PRES. / DEP. ED	
23. MARCELO M. VILLANOZA	PEPERATED PRES	
24. ROLANDO D. PLORIDA	KRA- PRESIDENT	
25. DANNY DANO	DUPAMODOA	
26. WILFREDO L. MALONG	VICE MAYOR	
27. Terando Jermel B.	Malalik F.A. Pres.	
28. WILLIAM B. AGBOIVEAN	ANONANG PRES	
29. KNA E. MALALABUAN	F.A PRES. BARLOT. PANTAN	
30. Teresa Meana	TUNA	
31. Malou Palgan	TUNA	
32. Ruby B. Sanday	Folk Mana	
33. Roberto T. Anding	VHUSNA Pres	
34. SADIO M. GUILLY	F.A PRES / MANA	
35. SONIA C. PALANSTAO	Fisherfolk Pres. Rebokon	
36. Arnold S. Ocarino	FA Pres Cumabat	
37. Evelyn B. De Aquino	Pres. Womens / Baga	
38. Ofelina B. Quapoc	Pres Women / malasit	
39. UFFRENTE O. TAN	IA. QUARMAN	
40. ROMEO PARILA	IPMR	





# ATTENDANCE



## PUBLIC HEARING ATTENDANCE SHEET

JANUARY 23, 2024

NAME	DESIGNATION	SIGNATURE
41. HERNAN CABALES	SB MEMBER	
42. BILFRENDO PASION	XGEM - STRPT	
43. REYNALDO M. GUMERA	FARM WOMEN	
44. WILLIAM ARNEJO	COUNCIL OF GREEK	
45. Mandalana P. Biosada	Pres. WEM/RLC	
46. Hon. Frederick Balandra	SB Member	
47. Mx. Gemma Arnes	SB	
48. Alma M. Lawas	WOMEN'S Pres. - Reladern	
49. Giovanni M. Ytem	Kagawad O'BM Pres.	
50. DIOSDADO S. BALOTOG	BAJOD TERA	
51. ROSELIE C. BUCAYONG	Womens/Pag-asa	
52. Joel Famor	KBC	
53. Juniel D. Rabe	FARMER BAG-ONG MEXASIS	
54. RONALDO D. ENCARO	SB MEMBER	
55. SEBASTIAN L. ROMEO	F.A. PRESS RECORDING	
56. Milda A. Castañeda	Pres. Womrie - Pagleam	
57. Arnel L. [unclear]	[unclear]	
58. EVANGELINA SAMPANAN	MEMBER	
59. Realina B. Balle	F.A. PRESS.	
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Republic of the Philippines  
Region IX  
Province of Zamboanga del Sur  
**MUNICIPALITY OF DUMALINAO**



## **OFFICE OF THE SECRETARY TO THE SANGGUNIANG**

**EXCERPTS FROM THE MINUTES OF THE PUBLIC HEARING OF THE PROPOSED ORDINANCES OF THE 12<sup>TH</sup> SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR ON JANUARY 24, 2024, HELD AT BARANGAY REBOKON, COVERED COURT, MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR.**

### **A. OPENING SESSION.**

The meeting commenced with an opening prayer and followed by the singing of the Philippines national anthem through audio-visual presentation.

The opening remarks was given by Hon. Joel L. Famor, ABC President/Punong Barangay of Rebokon and followed by a short message given by the Municipal Vice Mayor Hon. Wilfredo L. Malong Sr.

- Acknowledgement of the participants and speakers.

- Mr. Darrylle Angelou Dalid the acting Secretary to the Sanggunian, acknowledged the participants and the key speakers of the said activity.

- Overview of the conduct of Public Hearing.

- Hon. Hermes Cabaes the chairman on Committee on Rules and Good Government and Public Accountability, gives an overview of the importance in conducting a public hearing of the proposed ordinance by the legislative council.

### **B. PRESENTATION OF PROPOSED ORDINANCES.**

1. Hon. Frederick R. Balandra presented the proposed ordinance enacting the Municipal Code pursuing a Public- Private Partnership for the people initiative for Local Government Unit (LGU P4) approach towards developments, providing for the procedure for the selecting the private sector proponent adopting a contract management framework and providing appropriation and for other purposes and discussed the important features and purpose of the ordinance that seeks to foster collaboration between the public and private sectors to drive sustainable development and address community needs.



2. Hon. Ma. Gemma C. Albiso presented the proposed ordinance providing an additional guidelines of Safe Spaces Act in the Municipal Ordinance No. 2017-05-413, otherwise known as the modified GAD Code of Dumalinao, to prevent the occurrence of gender-based sexual harassment in streets and public spaces, online, in workplaces and in educational and training institutions in the Municipality of Dumalinao, Zamboanga del Sur, and appropriating funds for the purpose thereof and discussed the important features and purposes in ensuring women's right and protection and their full participation in the community.

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8. Hon. Romeo D. Parila presented the proposed ordinance preserving and promoting the indigenous culture and arts in the Municipality of Dumalinao, Zamboanga del Sur, providing funds thereof.

9. Hon. Jelito R. Peñonal presented the proposed ordinance requiring all businesses, commercial complexes, and establishments considered as high risk to install Close Circuit Television (CCTV) camera and providing penalties for violation thereof. According to Hon. Jelito R. Peñonal the purpose of this ordinance is to help and prevent the occurrence of the crime rate in the locality and to ensure the public with regards to the safety of the community.

10. Hon. Romeo G. Ligan presented the proposed ordinance declaring and establishing the Four Hundred Thirty-Nine Thousand Six Hundred (439,600) square meters coastal area of Zone 1 as Mangrove Protected Area, providing funds and penalties for the purpose thereof.

### **C. OPEN FORUM.**

Mrs. Jenelyn Daal from Purok 1 questioned in 2 years wala ko kadawat sa 4P's, ang akung pangutana asa napaingun ang funding nga dapat akung makuha. Hon. Ma. Gemma C. Albiso replied nga e-refer sa local 4P's office for clarification and guidance.

Hon. Romeo P. Aranas, Barangay Kagawad of Rebokon raised a question Pananglitan ang mga tawo sa evacuation center, ang baroy ug madasigun nga naa sa upper portion, pwede bana nato sila ma mapugos nga apil gihapon sila if ever nga mo evacuate.

Pugson, jud na sila kay wa ta kabalo ang kana nga upper portion maapektaran sa tsunami, Hon. Jelito R. Peñonal replied.

Hon. Romeo P. Aranas suggested if ever nga dile jud nato sila mapugos, pwede ba nga akung isugyot nga under-monitoring sila for safety.

Hon. Jelito R. Peñonal said yes sir pwede ra.

Hon. Jonmar Rapel, Barangay Kagawad of Rebokon asked with regards sa area covered sa 4.36 hectares nga Mangrove Protected Area, asa dapit ang area covered sa Pantad to Baroy? Beside sa fishpond, covered batong area-ha sa 4.26 hectares? Kay naa rabay uban nga ilang balikon og open katong mga abandoned fishpond, kana nga mga fishpond covered bana sa LGU.



Hon. Romeo G. Ligan answered koralon ang area nga sakop sa 4.36 hectares, then basta abandoned fishpond, mo inspection pa ang DENR kabahin ana ug naa pai again nga mga legal nga process.

Hon. Jonmar Rapel questioned if kanang mga fishpond nga naa sa front area, apil ba gihapon nasa protected area? Then kanang mga protected area pwede bana nato botngan og fishpond.

Hon. Romeo G. Ligan answered nga eagi pa sa process sa pagdeclare nga abandon nga ang maong fishpond.

#### **D. CLOSING REMARKS.**

A closing remarks was given to Hon. Jonmar Rapel the Barangay Kagawad of Rebokon, Dumalinao, Zamboanga del Sur.


#### **E. CLOSING PRAYER.**

A closing prayer was given by Hon. Angelito A. Codilla Jr., SK Chairman of Barangay Rebokon, Dumalinao, Zamboanga del Sur.

Prepared by:

  
**LING HUIYUNG CHUNG**  
Staff of the Sangguniang Bayan

Attested by:

  
**DARRYLLE ANGELOU DALID, MPA, JD**  
Acting Secretary to the Sangguniang

---

MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR







# ATTENDANCE



## PUBLIC HEARING ATTENDANCE SHEET

JANUARY 24, 2024

NAME	ADDRESS	SIGNATURE
1. Ballare Tolo	REBOKON Madasigon	Ballare
2. Suen Tolo	Madasigon	Suen
3. Judeky M. Bat-uy	Madasigon	Bat-uy
4. Jenevie A. Llanera	Madasigon	Llanera
5. Jenevie A. Anodia	Madasigon	Anodia
6. Almar C. Hitalla Ribokon	Hiligaynon	Hitalla
7. Rosminda Avilla	Baroy Ribokon	Avilla
8. JEAN R. DELSIGORD	Baroy	DelSigord
9. Ncha Rusiana	Baroy	Muriana
10. KOKMEN Ong	Upper Dungguan	Ong
11. RENEALDO A. TEMPLADO	PALARAN	Templado
12. Junphna A. Delatorre	Madasigon Ribokon	Delatorre
13. MICHAEL R. ABRENICA	MADASIGON REBOKON	Abrenica
14. Alkuth Long	MADASIGON	Long
15. Joel F. Tolo	MADASIGON	Tolo
16. Mariestyl T. Amaris	Pre-Baroy	Amaris
17. WILFREDO L. MALONG SA.	REBOKON - U.D	Malong
18. FERDIN M. PACONG	Purok 1, Rebokon	Pacong
19. Anecita A. Maloben	Madasigon	Maloben
20. ANTONIO MALAUS	MADASIGON	Malaus
21. Roger Redolosa	PURK I	Redolosa
22. JACINTO V. JASTIVA	MADASIGON	Jastiva
23. Primitivo P. Allote	U S I	Allote
24. VAPOR GODFREDO	TALIRAN	Godfredo
25. Edgar De Los Santos	BARAY	De Los Santos
26. Mark Joseph Cadallo	Baroy 1	Cadallo
27. CAPANPANGAN LITA	UP. DUNGGUAN	Capanpangan
28. Antonio Gallera	Baroy	Gallera
29. Lenita T. Codilla	P- UNO	Codilla
30. MARY JOY BALENDIGSE	REBOKON	Balendigse
31. RICHEN T. CAMILAN	Lower San Isidro	Camilan
32. ROENA C. SAMBLAD	Purok Taliran	Samblad
33. ELIN T. JIMENO	Lower San Isidro	Jimeno
34. Pedra Fernandez	Madasigon	Fernandez
35. Celca Abrenica	Madasigon	Abrenica
36. VERGELIO N. CAPUYAN	U S I	Capuyan
37. Danilo A. BATANSA	Upper Dungguan	Batansa
38. Ginatn P. Yosures	Purok Uno	Yosures
39. Jessie Baray	Purok Uno	Jessie
40. Simplicio L. Conol	Purok Uno	Conol





# ATTENDANCE



## PUBLIC HEARING ATTENDANCE SHEET

JANUARY 24, 2024

NAME	ADDRESS	SIGNATURE
41. NORBERTO S TRAMILING	Hiligaynon	
42. Elsie Pangasinan	Hiligaynon	
43. Juliette O. Uelle	Baroy	
44. Josephine Barea	Madasigon	
45. Cherry Jane T. Lumera	Madasigon	
46. Mently D. Cogo	Madasigon	
47. Maria Julia Balabagan	Raroy	
48. Aida Mangubat	USI	
49. Fraida Sudilla	U.S.I	
50. Roseville Eglesia	U.S.I	
51. ROMEO P. KRAUS	P 1	
52. Jonmar Papel	Baroy	
53. Saul Fahn	Porok 1	
54. FERNANDEZ JERRY	MADASIGON	
55. Alma Sistoso	Palaran	
56. Jurel Malalis	Madasigon	
57. Arniel Aupe	Madasigon	
58. JEMMY STAN	BAROY	
59. Julia D Ventura	Baroy	
60. Cuencia Judio	Purok 2	
61. Rufina D Aupe	Baroy	
62. Ladislao Neri	Purok 2	
63. Charlyn Natung	Purok 1	
64. Resilda Tomagan	Purok Upper	
65. Sarah S. Bani	Purok Upper	
66. Manafatoyvic Lopez	Lower San Isidro	
67. Mercedes Cellano	U.S.I	
68. ELYEN H. ANSING	KALUBIAN	
69. ANCELITO A COYUA	LOWER BUNGAHAN	
70. MELFREDES SUMIDEN	Purok 2	
71. Joanne Aupe	Baroy Rotokon	
72. Alberto Lopez	Madasigon	
73. REUBEN G. LAMANTAN	Baroy Rotokon	
74. Penalyh P. Omapas	Taliran	
75. Libia C Balios	Purok uno	
76. Josephine Remenza	porok kalobian	
77. Jolly R. Penonal	LGU / SB	
78. JAMES ILEN	CEB / SB	
79. HERMES. CABLAS	SB MEMBER	
80. Gabrino SISTOSO	TAURAN	









Republic of the Philippines  
Region IX  
Province of Zamboanga del Sur  
**MUNICIPALITY OF DUMALINAO**



## **OFFICE OF THE SECRETARY TO THE SANGGUNIAN**

### **CERTIFICATION**

#### **TO WHOM IT MAY CONCERN:**

**THIS IS TO CERTIFY** that on March 13, 2024, the Municipal Ordinance No. 2024-02-499, entitled "An Ordinance enacting the Municipal Code pursuing a Public-Private Partnership for the People initiative for the Local Government Unit of Dumalinao (LGU-P4) approach towards development, providing for the procedure for selecting the Private Sector Proponent, adopting a Contract Management Framework and providing appropriations and for other purposes," were posted in three (3) conspicuous places within the locality of Dumalinao.

The Municipal Ordinance No. 2024-02-499 was posted at the following locations:

1. Dumalinao Municipal Hall;
2. Dumalinao Public Market; and
3. Barangay Hall of Rebokon.

The ordinance was posted in compliance with the legal requirements and procedures set forth by the Republic Act No. 7160, otherwise known as the Local Government Code of the Philippines, and other pertinent laws and regulations.

**THIS CERTIFICATION** is being issued on the **15<sup>TH</sup>** day of **MARCH 2024** at the Municipality of Dumalinao, Zamboanga del Sur, for record-keeping and official purposes.

**DARRYLLE ANGELOU A. DALID, MPA, JD**  
*Acting Secretary to the Sanggunian*

MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR

