

REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FOURTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON MARCH 25, 2019

PRESENT:

Vincent L. Rama,	(OIC-City Vice-Mayor & Temporary Presiding Officer), SP Member, Majority Floor Leader
Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
Tomas R. Serafica,	SP Member, Asst. Majority Floor Leader
Benjamin S. Pongos, Jr.,	SP Member
Gregorio G. Yrastorza III,	SP Member
Nolito M. Quilang,	SP Member
John Eulalio Nepomuceno O. Aparis II,	SP Member
	Minority Floor Leader
Lea Doris C. Villar,	SP Member, Asst. Minority Floor Leader
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc

ON OFFICIAL BUSINESS:

Leo Carmelo L. Locsin, Jr.	(OIC - City Mayor), City Vice Mayor & Presiding Officer
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ON LEAVE:

Eusebio Gerardo S. Penserga,	SP Member
Jasper C. Yerro,	Ex-Officio SP Member, Chapter President, Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2019-069

A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH THE VISAYAS STATE UNIVERSITY (VSU) RELATIVE TO THE COLLABORATION OF BOTH PARTIES ON THE CONDUCT OF RESEARCH, TRAINING PROGRAMS AND OTHER EXTENSION SERVICES AND ACTIVITIES.

WHEREAS, this Fourteenth Sangguniang Panlungsod was in receipt of an Indorsement dated March 12, 2019 from the Office of the City Mayor, relative to the MOA to be entered into by the Local Government Unit of Ormoc (LGU-Ormoc) with the Visayas State University (VSU) requesting that the City Mayor be granted authority to sign the said MOA for and on behalf of LGU-Ormoc, relative to the collaboration of both parties on the conduct of research, training programs and other extension services and activities, a copy of the final MOA is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, in a letter dated March 11, 2019, Ms. Emily C. Lusares of the Integrated Population Gender and Development Office (IPGDO) sent a letter to the City Mayor endorsing the draft MOA which will be the basis for planning, organizing and mentoring of the research team which would prove useful for City Development purposes in the future, a copy of said letter is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, the IPGDO of the City Government implements a comprehensive policy on population and development that is anchored on empowering women and families, and helping couples decide on the number and spacing of their children;

WHEREAS, the IPGDO of the City is the leading strategic partner and policy and program advocate for the population programs in the City and in the barangays;

WHEREAS, the City Government recognizes the importance of the integration of population dynamics and dimensions in the critical steps of any development initiative, such as plan and program development, policy formulation, database management and utilization, and other efforts that aim to improve, in a sustainable manner, the development conditions of the people and the locality in which they live;

WHEREAS, the VSU is an institution that holds a well-established reputation in teaching, research and allied fields;

WHEREAS, recognizing the importance and necessity of integrating population dimensions in development initiatives and processes, both parties consider international links and collaboration as essential components to strengthen program delivery and governance;

WHEREAS, this Sanggunian finds this MOA in order, pursuant to the provisions of Section 455, Paragraph (b) (1) (vi) of Republic Act 7160, otherwise known as the Local Government Code of 1991, which authorizes the City Mayor to represent the city in all its business transactions and sign in its behalf all bonds, contracts and obligations, and such other documents upon authority of the Sangguniang Panlungsod concerned pursuant to law or ordinance;

WHEREAS, in an opinion dated January 25, 2019 issued by Atty. Josephine Mejia-Romero, City Legal Officer, said letter states that after a review of the aforementioned MOA, the Office finds nothing legally objectionable thereto and recommends that upon the subsequent changes made in the MOA, the same be referred to the Sangguniang Panlungsod for the issuance of a Resolution authorizing the City Mayor to sign the same, a copy of said Certification is hereto attached as Annex "C" and made an integral part hereof;

WHEREAS, the MOA clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles and responsibilities, towards the implementation and attainment of the ends of the same, and this Sanggunian finds that having a well-managed population means the achievement of population processes and outcomes that are consistent with, complementary to, and facilitative of socio-economic and human development;

WHEREAS, it is vital that the City Government acknowledges that making a connection between population factors and development initiatives ensure integrated and sustainable development which will both speed up the pace of sustainable development and poverty alleviation and contribute to the achievement of population objectives and an improved quality of life of the City's constituents and the whole City of Ormoc, and therefore, most deserving of this august Body's utmost support and favorable consideration;

WHEREFORE, on motion of SP Member Nolito M. Quilang, Vice-Chairman, Committee on Laws and Ordinances, jointly seconded by SP Members Tomas R. Serafica and Gregorio G. Yrastorza III; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH THE VISAYAS STATE UNIVERSITY (VSU) RELATIVE TO THE COLLABORATION OF BOTH PARTIES ON THE CONDUCT OF RESEARCH, TRAINING PROGRAMS AND OTHER EXTENSION SERVICES AND ACTIVITIES;

ADOPTED, March 25, 2019.

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

RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the Visayas State University (VSU); the Integrated Population Gender and Development Office (IPGDO); the OIC-City Director, DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


MARIA ANTONIETA G. CO HAT
(OIC - SP Secretary)
Supervising Administrative Officer

ATTESTED:


VINCENT L. RAMA
(OIC - City Vice-Mayor & Temporary Presiding Officer)
Majority Floor Leader
SP Member

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT**, made and executed by and between:

The **CITY OF OMOC**, a duly organized Local Government Unit existing under and by virtue of the laws of the Republic of the Philippines, through the City Mayor's Office with office address at the New Ormoc City Hall, Anubing St., Cogon, Ormoc City, represented in this act by the City Mayor **RICHARD I. GOMEZ**, herein referred to as the "**CITY**"

-and-

The **VISAYAS STATE UNIVERSITY**, an institution of higher learning established under Presidential Decree No. 470 as amended by the Presidential Decree No. 700 and converted into a state university by virtue of RA 9158 and 9437, with principal office address at Visca, Baybay City, Leyte, duly represented by its President, **DR EDGARDO E. TULIN**, herein referred to as the "**VSU**"

WITNESSTH THAT:

WHEREAS, the Integrated Population Gender and Development Office (IPGDO) of the City implements a comprehensive policy on population and development that is anchored on empowering women and families, and helping couples and individuals decide on the number and spacing of their children;

WHEREAS, the IPGDO of the City is the leading strategic partner and policy and program advocate for the population programs in the City and in the barangays and advocates for the reduction of teenage pregnancy and maternal mortality, well - planned families, and gender sensitive communities;

WHEREAS, the VSU has a well - established reputation in teaching, research, and allied fields;

WHEREAS, both the City and the VSU consider international links and collaboration as essential components to strengthen program delivery and governance;

WHEREAS, the parties wish to foster a friendly and mutually beneficial relationship through mutual cooperation in teaching, research, and extension activities, and herein agree on the following areas of cooperation, subject to mutual consent and the availability of sufficient funding: Collaboration on research activities, Participation in seminars and academic meetings, Exchange of personnel, and Capacity Training;

NOW, THEREFORE, foregoing premises considered, the Parties hereby agree on the following terms and conditions:

I. Collaboration on Instruction, Research, Trainings and Other Extension Services:

- a. The City and the VSU may invite each other's officials and/or personnel as resource persons in the conduct of training programs and other extension activities.
- b. The City may invite qualified VSU faculty who shall be tapped as co - researchers for joint research projects.

- c. In all collaborations, the appointments and entitlements of City and VSU officials and/or personnel shall be agreed upon parties and shall be commensurate to their qualifications.
- d. The terms of such collaborations and funding for any specific program and activity shall be mutually discussed and agreed upon in writing by both parties prior to the commencement thereof, subject to appropriations, applicable accounting rules and available funds.
- e. Each party shall designate an individual to serve as the focal person for this Agreement and all endeavours arising therefrom. Manpower requirements of all collaborative activities and bilateral projects shall be provided by both parties and common research teams shall be formed.

2. Intellectual Property Rights and Publication

- a. All research work conducted with the framework of this Agreement shall be made available for publication with consent of both parties, with due credit to persons who performed such research.
 - b. Where the results of such research work are patentable, publication shall be carried out only with the consent of all interested parties.
3. **Confidentiality Agreement** – The parties agree that all information, including business information and research results transmitted during the term of this Agreement and five (5) years thereafter, shall be deemed confidential and shall not without the prior consent of both parties be used or disclosed to any third party except those information that are already public, or information that will be made available to the public by both parties.
4. **Dispute of Resolution** – Any dispute arising from this Agreement shall be amicably resolved through consultation or negotiation between the parties or such other means as the parties may deem most likely to resolve such dispute.
5. **Nonbinding Agreement** – This Agreement creates no right, benefit, or responsibility, substantive or procedural that is enforceable at law equity. Each party operates under its own laws, regulations and policies, and is subject to availability of relevant funds and resources.
6. **Amendment/s** – No amendment, consent or waiver of the terms of this Agreement shall bind either party unless in writing and signed by both parties. Any such amendment, consent or waiver shall be effective only on the specific instance for the specified purpose given. The parties to this Agreement, by the signatures below of their authorized representatives, acknowledge having read and understood this Agreement and agree to abide by its terms and conditions.
7. **Term** – This Agreement shall commence on the date of signing and shall be in effect for five (5) years, at which time it shall be reviewed for possible extension. Either party may terminate this Agreement by written notice signed by the person occupying the same posts as the representatives herein. However, such notification must be furnished to the other party at least six (6) months prior to the proposed date of termination.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ at Ormoc City, Leyte, Philippines.

CITY OF ORMOC

By:

RICHARD L. GOMEZ, MBA
City Mayor

Date: _____

VISAYAS STATE UNIVERSITY

By:

DR. EDGARDO E. TULIN
President

Date: _____

Signed in the Presence of:

VITALIANO U. GALLO JR, MM
IPGDO –Head of Office

JESUSA M. MAGNO, RN, MAN
VSU - Dean College of Nursing

Republic of the Philippines)

City of Ormoc) S. S

ACKNOWLEDGEMENT

BEFORE ME, this _____ at Ormoc city, personally appeared:

Name

ID

Place/Date Issued

RICHARD L. GOMEZ
EDGARDO E. TULIN

Known to me and to me known to be the same persons who executed and signed the foregoing Memorandum of Agreement and they acknowledged to me that the same is their free act and deed of entities they represented in this instance.

This instrument, consisting of three (3) pages, including this page on which this acknowledgement is written, has been signed on each and every page thereof by the parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND SEAL on the date and in the place first above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2018



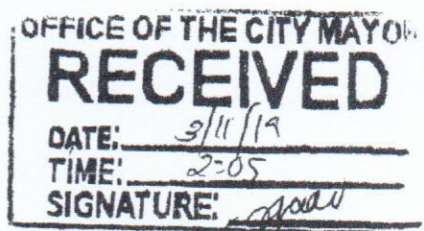
Annex B =

INTEGRATED POPULATION GENDER AND DEVELOPMENT OFFICE (IPGDO)

3RD FLR. CITY HALL BUILDING. BRGY. COGON COMBANDO, ORMOC CITY, LEYTE. (6541)

March 11, 2019

RICHARD I. GOMEZ
City Mayor
Ormoc City



ENDORSEMENT

This is to endorse the concerted draft of Memorandum of Agreement of Integrated Population Gender and Development Office (IPGDO) and Visayas State University (VSU), the passage of resolution requesting for the approval of the 14th Sangguniang Panglungsod of the Memorandum of Agreement.

The said MOA will be the basis for planning, organizing and mentoring the research team. This is for the purpose to come up a researches related for the City Development in the future.

For your reference and guidance.

Respectfully,


Emily C. Lusares, LPT, RN
PPO I

Noted by:

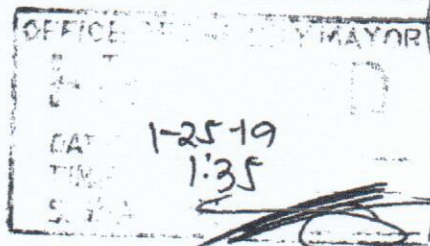

Vitaliano U. Gallo Jr. MM
PPO IV

OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

25 January 2019

MAYOR RICHARD I. GOMEZ
Ormoc City



THRU: MA. VICTORIA LYRA P. DELA CERNA RRT, MBA-HA, MPA
City Govt. Asst. Dept Head I
City Mayor's Office
LGU – Ormoc City

Re: Review of Memorandum of Agreement (MOA) to be entered into by and between the Visayas State University (VSU) and the Local Government Unit of Ormoc

References:

1. Referral dated 24 January 2019 requesting review of above-named Memorandum of Agreement;
2. Memorandum of Agreement (MOA) between the Visayas State University (VSU) and the Local Government Unit of Ormoc;
3. Republic Act 2260;
4. Pertinent accounting rules and practices.

Dear Mayor Gomez:

This Office has reviewed the attached draft MOA and adopts the findings of then City Legal Officer Jasper M. Lucero in his opinion dated August 8, 2018, and further recommends that:

1. The portion of paragraph 1 (a) be amended to delete the phrase "with remuneration to be agreed upon before the commencement thereof".

The proposal that City Government officials/ personnel be compensated for the performance of function as resource persons goes against the Section 31 of RA 2260 (AN ACT TO AMEND AND REVISE THE LAWS RELATIVE TO PHILIPPINE CIVIL SERVICE) which states that, "No officer or employee in the Civil Service shall receive additional or double compensation unless specifically authorized by law".

2. Paragraph 1 (d) be amended to state: The terms of such collaboration and funding for any specific program and activity shall be mutually discussed and agreed upon in writing by both parties prior to the commencement thereof, subject to appropriations, applicable accounting rules and available funds.

New Ormoc City Hall, Aunubing St., Cogon, Ormoc City
(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com


OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

Apart from the foregoing, this Office finds nothing legally objectionable in the MOA under consideration. The undersigned recommends that upon the changes in MOA, the same be referred to the Sagguniang Panlungsodto request for the issuance of a Resolution authorizing the City Mayor to sign the MOA subject of this communication.

For consideration.

Most Respectfully,


ATTY. JOSEPHINE A. MEJIA-ROMERO
City Legal Officer

CMO/CABRERA/ROMERO

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(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com