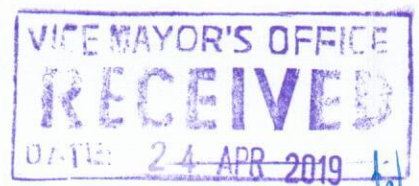


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



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 APRIL 22, 2019



PRESENT:

Leo Carmelo L. Locsin, Jr.  
Vincent L. Rama,  
Mario M. Rodriguez,  
Tomas R. Serafica,  
Benjamin S. Pongos, Jr.,  
Eusebio Gerardo S. Penserga,  
Gregorio G. Yrastorza III,  
Nolito M. Quilang,  
Esteban V. Laurente,

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

Jasper C. Yerro,

ON LEAVE:

John Eulalio Nepomuceno O. Aparis II,

Lea Doris C. Villar,

SP Member  
Minority Floor Leader  
SP Member, Asst. Minority Floor Leader

**RESOLUTION NO. 2019-093**

**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 GOVERNMENT SERVICE INSURANCE  
SYSTEM (GSIS) RELATIVE TO THE ESTABLISHMENT  
OF A TEMPORARY GSIS SERVICE DESK DURING  
DISASTER OR CALAMITY FOR THE CONTINUOUS  
OPERATIONS AND DELIVERY OF SERVICES IN THE  
CITY OF ORMOC.**

WHEREAS, this Fourteenth Sangguniang Panlungsod was in receipt of an Indorsement dated April 10, 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 Government Service Insurance System (GSIS) requesting that the City Mayor be granted authority to sign the said MOA for and on behalf of LGU-Ormoc, relative to the establishment of a temporary service desk during disaster or calamity for the continuous operations and delivery of services in the City of Ormoc, a photocopy of the final MOA is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, the GSIS as a social insurance institution, has a Business Continuity Plan (BCP) as part of its disaster preparedness and risk mitigation in the event of a major disruption which affects the operations of its office and hinders it from performing its functions in its current location;

WHEREAS, the GSIS- Ormoc office has identified LGU-Ormoc as a possible alternate site where it can set up a temporary GSIS Service Desk to receive applications for claims and loans from GSIS members until the said office is able to return to its own office or set up a new location;



WHEREAS, LGU- Ormoc is willing to provide a specific area inside its premises to be used as a temporary GSIS Service Desk for the benefit of its members in case of a disaster or disruptive event which may strike the operations of the GSIS office;

WHEREAS, in a letter dated April 4, 2019, Assistant City Legal Officer, Atty. Burt J. Pades, explained that upon review of the said MOA, the City Legal Office finds the same to be legally in order and that it is not contrary to law, morals, public order or public policy, and further recommended that an SP Resolution be sought for authority to enter into and sign the Agreement, a copy of said letter is hereto attached as Annex "B" and made an integral part hereof;

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, 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 the same for the aforementioned reasons will indeed immensely benefit the members of the said institution which includes our fellow Ormocanons, and therefore, most deserving of this august Body's utmost support and favorable consideration;

WHEREFORE, on motion of SP Member Benjamin S. Pongos Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Vincent L. Rama, Tomas R. Serafica, Gregorio G. Yrastorza III, Nolito M. Quilang and Esteban V. Laurente; 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 GOVERNMENT SERVICE INSURANCE SYSTEM (GSIS) RELATIVE TO THE ESTABLISHMENT OF A TEMPORARY GSIS SERVICE DESK DURING DISASTER OR CALAMITY FOR THE CONTINUOUS OPERATIONS AND DELIVERY OF SERVICES IN THE CITY OF ORMOC;

ADOPTED, April 22, 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 Government Service Insurance System (GSIS); the GSIS-Ormoc; the City Local Government Operations Officer, DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.



I HEREBY CERTIFY to the correctness of the foregoing resolution.

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

ATTESTED:

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

DEMO COPY



# MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made and executed by and between:

The **GOVERNMENT SERVICE INSURANCE SYSTEM (GSIS)**, a social insurance institution created under Commonwealth Act No. 186, as amended, and operating under its present Charter, Republic Act No. 8291, otherwise known as the GSIS Act of 1997, with principal office address at the GSIS Headquarters Building, Financial Center, Pasay City, herein represented by \_\_\_\_\_ hereinafter referred to as the "GSIS".

-and-

The **(Government Agency)**, a government institution duly organized and existing under the laws of the Philippines, with principal office at \_\_\_\_\_ herein represented by \_\_\_\_\_ hereinafter referred to as the "\_\_\_\_\_".

## RECITALS

### WHEREAS:

1. The GSIS has a Business Continuity Plan (BCP) as part of its disaster preparedness and risk mitigation in the event of a major disruption (fire, earthquake, flooding, utilities breakdown, etc.) which affects the operations of the GSIS office and hinders it from performing its functions in its current location.
2. The GSIS (cite the branch office) has identified (Government Agency) as a possible alternate site where it can set up a temporary GSIS Service Desk to receive applications for claims and loans from GSIS members until the GSIS is able to return to its own office or set up a new location.
3. The (Government Agency) is willing to provide a specific area inside its premises to be used as a temporary GSIS Service Desk for the benefit of its members in case a disaster or disruptive event (fire, earthquake, flooding, utilities breakdown, etc.) strikes affecting the operations of the GSIS (cite the branch office).

NOW, THEREFORE, for and in consideration of the foregoing, the parties agree as follows:

1. **Term:** The term of this MOA shall be for the duration of the disaster or disruptive business continuity mode or the duration of the disruptive state.
2. **Responsibilities of (Government Agency).**
  - 2.1 Provide a specific area inside the premises to serve as the temporary GSIS Service Desk which is accessible and safe.
  - 2.2 Provide appropriate utilities such as power consumption for the temporary GSIS Service Desk
3. **Responsibilities of GSIS**
  - 3.1 Assign and maintain suitable and responsible employees to carry out the needed services during the business continuity period. The GSIS shall

provide (Government Agency) the names of the GSIS employees who will be assigned to man the temporary GSIS Service Desk.

3.2 The GSIS shall provide frontline services such as but not limited to the following:

- a. Attend to queries from members and/or agencies regarding their Membership Service Profile (MSP), claim and loan application/s with GSIS;
- b. Receive claims and loans applications and member's request forms;

3.3 Upon the termination of this MOA, GSIS (cite the branch office) shall return the Premises and fixtures in as good condition as that in which they were actually found at the beginning of the MOA;

4. **Indemnification.** The GSIS understands and acknowledges that the services it will offer to its members shall be transactions that are exclusively between GSIS and the members availing of its services. Thus, all attendant responsibilities and liabilities relating to the services shall be the sole burden and responsibility of GSIS (cite the branch office). (Government Agency) or any of its officers and employees shall not be responsible for any damage, injury, error or any complaint, in connection with the performance by GSIS (cite the branch office) employees at its temporary Service Desk.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures this \_\_\_\_ day of \_\_\_\_\_ 2018 at \_\_\_\_\_.

(GOVERNMENT AGENCY)

By: \_\_\_\_\_

GOVERNMENT SERVICE  
INSURANCE SYSTEM  
(cite the branch office)

By: \_\_\_\_\_

SIGNED IN THE PRESENCE OF  
\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT

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

NAME

Valid ID

Date/Place of Issue

GSIS ID NO.

Pasay City

BEFORE ME, a Notary Public for and in \_\_\_\_\_, personally appeared on this day of \_\_\_\_\_ 2019, known to me and to me known to be the same persons who executed this Memorandum of Agreement and acknowledge to me that the same is their free and voluntary act and deed and that of the government agency and corporation they represent.

This instrument refers to a Memorandum of Agreement and consists of four (4) pages including the last page where the Acknowledgment is written, signed by the parties and their witnesses on each and every page thereof, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at place and date above-mentioned.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2018.



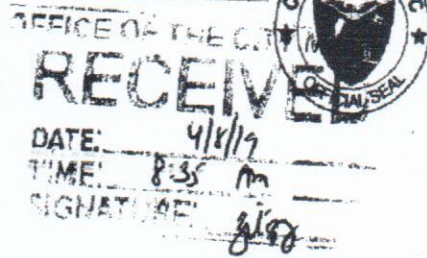
1 Annex B =

# OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

4 April 2019

**MAYOR RICHARD I. GOMEZ**  
Ormoc City



Thru: **MA. VICTORIA LYRA P. DELA CERNA**  
City Gov't, Asst. Dept. Head I

Re: Request for Review

References: a) Referral from CMO dated 2 April 2019;  
b) Standard format of MOA to be entered into by and between GSIS and Government Agency concerned.

Dear Ms. Dela Cerna:

1. This pertains to your request for review on the attached standard draft MOA to be entered into by and between GSIS and Government Agency concerned on the establishment of temporary GSIS Service Desk during disaster or calamity for the continuous operations and delivery of services.
2. The undersigned has reviewed that draft MOA and finds the same to be legally in order. The same is not contrary to law, morals, public order or public policy much less detrimental to the best interest of LGU-Ormoc City.
3. It is recommended that, if approved by CMO, the draft MOA be completed and thereafter endorsed to SP for the issuance of a Resolution granting the City Mayor the authority to enter into agreement in behalf of LGU-Ormoc City pursuant Section 22 (c) in relation to Section 455 (b) 1 (vi) of R.A. No. 7160 (Local Government Code).
4. This comment/opinion is hereby being rendered without prejudice to contrary opinion from competent authorities or ruling of proper court.
5. For the consideration of the CMO.

Most Respectfully,

**ATTY. BURT J. PADES**  
Assistant City Legal Officer

WITH CONFORMITY:

**ATTY. JOSEPHINE A. MEJIA-ROMERO**  
City Legal Officer

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