

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 AUGUST 02, 2018

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Vincent L. Rama,	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
Eusebio Gerardo S. Penserga,	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
Jasper C. Yerro,	Ex-Officio SP Member, Chapter President,
	Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2018-192

A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) FOR AND IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH PLAN INTERNATIONAL, INC. FOR THE IMPLEMENTATION OF THE LATTER'S COLLABORATIVE ACTION AGAINST TRAFFICKING IN PERSONS PROJECT.

WHEREAS, the City Mayor Richard I. Gomez through an Endorsement dated July 3, 2018, forwarded to this august Body for consideration the Memorandum of Agreement (MOA), to be entered into by the Local Government Unit of Ormoc (LGU-Ormoc) and Plan International, Inc., a copy of the final MOA is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, Republic Act No. 7160, otherwise known as the Local Government Code of 1991, provides that cities shall exercise and discharge its powers, functions and responsibilities appropriate or incidental to the efficient and effective provision of basic services and facilities, which includes, among others, programs and projects on child and youth welfare;

WHEREAS, the City of Ormoc values the dignity of every human person and guarantees the respect of individual rights and that in pursuit of this policy, the City of Ormoc shall give highest priority to the enactment of measures and development of programs that will promote human dignity, protect the people from any threat of violence and exploitation, eliminate trafficking in persons, not only to victims of human trafficking but more importantly to ensure their recovery, rehabilitation and reintegration into the mainstream of society;

WHEREAS, Plan International Inc., an international humanitarian, child-centered development organization working in 72 countries worldwide, aims to achieve lasting improvements in the quality of life of deprived children in developing countries, their families and communities through programs that promote children's rights and through a process that unites people across culture;

WHEREAS, one of Plan's projects, Collaborative Action against Trafficking in Persons (the Project), aims to strengthen the capacity of governments, communities and civil societies to protect and prevent girls, boys, young women and young men from all forms of human trafficking in eight (8) covered cities and municipalities in the Provinces of Leyte, Southern Leyte, Surigao del Norte and Misamis Oriental through strengthening community-managed mechanisms and increasing awareness in children, women and communities against trafficking in persons;

WHEREAS, the City of Ormoc has been chosen as one of the target cities for the Project;

WHEREAS, the City Legal Officer issued a legal opinion dated March 14, 2018 stating that after a review of the draft MOA, nothing therein was legally objectionable, a copy of the said letter is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, upon close and thorough review, this Sanggunian finds that the aforementioned MOA is advantageous and is for the best interest of the City and its inhabitants, and that this august Body recognizes the vital role of youth and children in the development of this City as important assets of our society and should be given a decent quality life in which they could develop their full potentials;

NOW, THEREFORE, on motion of SP Member Benjamin S. Pongos, Jr., Chairman of the Committee on Laws and Ordinances, severally seconded by SP Members Vincent L. Rama, Tomas R. Serafica, Nolito M. Quilang, John Eulalio Nepomuceno O. Aparis II and Jasper C. Yerro; be it


RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) FOR AND IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH PLAN INTERNATIONAL, INC. FOR THE IMPLEMENTATION OF THE LATTER'S COLLABORATIVE ACTION AGAINST TRAFFICKING IN PERSONS PROJECT;

ADOPTED, August 02, 2018.

RESOLVED FURTHER, that copies of this resolution be furnished each to the City Mayor, Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; City Legal Officer, Atty. Jasper M. Lucero; PLAN International Inc.; the OIC-City Director of DILG and other concerned offices, for their information and guidance.

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


NANCY I. LOPENA
(OIC - SP Secretary Designate)
Local Legislative Staff Officer V

ATTESTED:


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

OFFICE OF THE CITY MAYOR
RECEIVED
DATE: 3-14-18
TIME: 12:25
SIGNATURE: [Signature]



Republic of the Philippines
OFFICE OF THE CITY LEGAL OFFICER
Ormoc City, Leyte

14 March 2018

MA. VICTORIA LYRA P. DELA CERNA
City Govt. Asst. Dept. Head I
City Mayor's Office
LGU-Ormoc City

Re: Letter from Plan International Dated 06 March 2018 & Draft MOA re
Terms of Cooperation with LGU Ormoc.

Dear Ms. De La Cerna:

The undersigned has reviewed the letter and Draft MOA from Plan International and finds nothing legally objectionable thereto.

It is recommended, however, that the CMO verify to its satisfaction the legitimacy and track record of Plan International, and have the organization accredited with the City prior to any action on their proposal.

For consideration of the CMO

Thank you.

Very Truly Yours,

ATTY. JASPER M. LUCERO
City Legal Officer

CERTIFIED TRUE COPY

JURNELLE L. EAGLASANG
ADMINISTRATIVE AIDE I

MEMORANDUM OF AGREEMENT

This Agreement entered into this ____ day of _____, 2018 at _____, Philippines by and between:

PLAN INTERNATIONAL INC., a humanitarian, non-government, non-stock and non-profit, child-centered development organization duly licensed to transact business in the Philippines as a branch office, with offices at 4F Bloomingdale Building, 205 Salcedo St., Legazpi Village, Makati City, Philippines and represented herein by its Country Director, **Dennis O'Brien**, hereinafter referred to as "**Plan International Inc.**".

and

The **Local Government Unit of Ormoc**, created and existing under the laws of the Republic of the Philippines with postal address at Aunubing St. Brgy. Cogon, Ormoc City, Leyte, Philippines and represented by the Local Chief Executive, **Richard I. Gomez**, referred to as the "**Ormoc LGU**".

WITNESSETH

WHEREAS, the Philippines is a signatory to the United Nations Convention on the Rights of the Child, which binds all signatory states to recognize the right of the child "to the enjoyment of the highest attainable standard of development and to have facilities for the childhood care and development" and bound "to ensure that no child is deprived of his or her right to be protected";

WHEREAS, pursuant to the Local Government Code of 1991 which transferred the responsibility for social services delivery and program implementation to the local government units (LGUs) herein referred to as Province, Municipality or City, and Barangay;

WHEREAS, Plan aims to achieve lasting improvements in the quality of life of deprived children in developing countries, their families, and communities through programs that promote children's rights and through a process that unites people across culture;

WHEREAS, one of the goals of Plan is to ensure the survival, protection and healthy development of children, their families and communities in societies that respect people's rights and dignity;

WHEREAS, Plan has partner-communities in selected depressed areas where coordinated and clearly focused interventions are needed, and assists its partners in establishing and sustaining Child Protection Program and strengthening locally mandated bodies that promote and advocate for the protection of the fundamental rights of children;

NOW, THEREFORE, in consideration of the aforementioned premises, the parties hereby agree on the following terms and conditions:

ARTICLE I

OBJECTIVE AND SCOPE OF AGREEMENT

1. This Agreement sets forth the general terms and conditions of the cooperation between both Parties;
2. The Parties agree to join efforts and to maintain a close working relationship to enhance access, quality and use of social service and resources by all children and women needing special protection in order to achieve "Lasting Improvements in the Lives of Children" through "People Empowerment and Promotion of Child Protection Programs;"

ARTICLE II
ROLES AND RESPONSIBILITIES

The Local Government Unit:

1. The LGU with its offices and attached agencies shall serve as technical resource in the implementation of the Collaborative Action against Trafficking in Person/s Project of Plan Philippines to ensure that these are aligned with child protection program of the City and that resources are allocated in places where they are needed most.
2. The LGU representative or focal shall serve as technical resource to Plan partner communities in the implementation, monitoring and evaluation of the child protection programs and plans particularly the Collaborative Action Against Trafficking in Persons Project to ensure that the correct processes for identifying and defining child protection problems, setting of objectives, finding solutions, and identifying human, logistics and financial resources are observed.
3. The LGU shall issue a resolution in the establishment and management of the identified Help Desk and complement the available human, logistical, and financial resources of Plan and the partner communities, as applicable and community-managed mechanisms to cases of child abuse, violence, exploitation and trafficking.
4. The LGU shall collaborate with Plan in promoting and advocating to the partner communities the adoption of best practices and capability-building initiatives pertinent to improving Child Protection Program.
5. The LGU at all levels shall keep Plan updated on information to enable Plan to provide assistance to its partner communities such as, but not limited to, innovative child protection initiatives, policies, guidelines, standards, training courses, calendar of child protection events and available human, financial, logistics resources through inter-agency meetings, written communications/documents/publications and regular meetings as may be agreed upon between the Parties.

Plan International Inc.:

1. Collaborate with LGU in the promotion and implementation of Child Protection Program particularly the Collaborative Action against Trafficking in Persons Project.
2. Complement the available human, logistical, and financial resources of the LGU and the partner communities to establish and maintain community-managed responses and mechanisms to cases of child abuse, child trafficking, violence and exploitation. The nature, scope, and extent of the assistance are to be discussed, negotiated and mutually agreed upon between LGU and Plan.
3. Support children, who are victims/survivors of child abuse, child trafficking, violence, and exploitation observing Plan's Field Operations Standards.
4. Support advocacy in the promotion of children's rights and responsibilities.
6. Review and recommend policies and program for consideration by LGU.
7. Build alliance with other agencies/organizations in promoting child-centered programs and projects.
8. Assign Plan staff to directly coordinate with LGU at various levels to ensure effective and efficient collaboration between parties.

9. Keep LGU updated of the Collaborative Action against Trafficking in Person/s project that Plan is implementing in the communities.
10. Participate in meetings upon the invitation of LGU at all levels.

ARTICLE III

GENERAL PROVISIONS

CHILD PROTECTION

LGU acknowledges that it has received a copy of, and has read and understood, Plan International's Corporate Child Protection Policy and its supporting and briefing materials describing Plan International's commitment to child protection (the "Child Protection Policy"), which is attached hereto as Annex "A" and forms an integral part hereof.

Both Parties commit to ensure that its directors, officers, employees, representatives, agents, sub-contractors, and any other person or entity it engaged in connection with this engagement will at all times and in all circumstances, abide by the Child Protection Policy for the entire duration of this Agreement.

The Parties represent and warrant that its respective directors, officers, employees, representatives, agents, sub-contractors and any person or entity engaged in connection with the performance of the services are/ were or are/were not suspected of involvement or have not been suspected of such involvement in an incident of abuse of a child or children whether as described in the Child Protection Policy or otherwise in such a way that compromised or compromises the safety of children.

If at any time during the duration of this Agreement, it comes to the attention of LGU that any of its directors, officers, employees, representatives, agents, sub-contractors or any person or entity it engages in connection with the performance of Services is/ was or is suspected of involvement or has been suspected of such involvement in an incident of abuse of a child or children whether as described in the Child Protection Policy or otherwise in such a way that compromised or compromises the safety of children, then LGU shall immediately report such incident or suspicion to Plan International's designated staff within 24 hours from LGU discovery of such information.

Any breach of this Section and/or Plan International's Child Protection Policy shall constitute a material breach of this Agreement and shall entitle Plan International (in its absolute discretion) to immediately terminate this Agreement, without notice, and to take such other appropriate action as Plan International may determine, including reporting any incident of abuse to the police or instituting the appropriate legal proceedings against the LGU.

GENDER EQUALITY

Each party agrees to abide by the basic principles of gender equality and comply with the provisions of existing gender-related international and national conventions. More specifically, the parties shall ensure that no gender-based discriminations shall take place in the course of the performance of, or in connection with, this Agreement through the use of gender sensitive language in promotional materials, and publications, among others. An orientation on Plan International's gender equity principle shall be provided by Plan International to LGU upon the latter's request/or as may be deemed necessary by Plan International.

ANTI-FRAUD

Plan International has zero tolerance to fraud and corruption and requires staff, volunteers and partners at all times to act honestly and with integrity and to safeguard the assets for which they are responsible. Fraud and corruption are an ever-present threat to Plan International's assets and reputation and so must be a concern of all members of staff and volunteers.

Plan International is committed to the highest ethical standards of business dealings and any acts that create the appearance of promising, offering, giving or authorizing payments prohibited by anti-corruption laws and this anti-fraud provision will not be tolerated.

Hence, the Parties shall comply with the highest ethical standards and all applicable anti-corruption laws.

The term "fraud" is used to describe a whole range of activities such as, but not limited to, deception, bribery, forgery, extortion, theft, conspiracy, embezzlement, misappropriation, false representation, concealment of material facts and collusion. It involves the act of deceit of the organization in order to obtain a personal or collective advantage, avoid an obligation or cause loss. "Corruption" involves the act of dishonestly obtaining an advantage from a third party by abusing an entrusted power for private gain. Neither fraud nor corruption are restricted to monetary or material benefit, but could also include intangible benefits such as status or information.

ANTI-TERRORISM

It is understood that Plan International will not provide support of any kind to a person or entity that it knows or has reason to believe advocates terrorism or engages in terrorist activity. Thus, the Parties shall comply with all applicable laws and regulations relating to terrorism and terrorist activity and this Anti-Terrorism policy.

For the purposes of this Anti-Terrorism Policy, "terrorist activity" means a violent act that is intended to:

- a.) intimidate or coerce a civilian population;
- b.) influence the policy of a government by intimidation or coercion; or
- c.) affect the conduct of government by mass destruction, assassination, kidnapping, or hostage taking.

Examples of violent acts intended to coerce civilian populations that may constitute "terrorist activity" include: high-jacking or sabotaging a public transportation vehicle; seizing and threatening to harm another person unless some ransom is made; assassination; and use of biological, chemical, nuclear or other weapons of mass destruction.

ARTICLE IV

OWNERSHIP OF PROJECT OUTPUTS

1. Any publication arising from the activities undertaken by virtue of and pursuant to this Agreement shall clearly establish and identify the parties as the source of the output.
2. All reports arising from activities undertaken by virtue of and pursuant to this Agreement shall be made in the name of the Parties. The names of the principal authors, researchers and/or project and program leaders shall be identified, recognized and included in the report.

ARTICLE V

RESPONSIBILITY FOR CLAIMS

1. Each party shall be responsible for, and deal with all claims brought against by their respective personnel, employees, agents or contractor.
2. Except as otherwise provided in this Agreement, the Parties mutual cooperation in this partnership does not create any obligation - legal, financial, or otherwise on the part of Plan to any person claiming entitlement to compensation or other remedies relating to personal injuries, economic, or otherwise, including but not limited to the recipient/beneficiaries of the agreement.

ARTICLE VI

DURATION OF THE AGREEMENT

1. This Agreement shall take effect upon signing and shall terminate by October 31, 2020.
2. Should it become evident to either Party that an extension beyond the termination date is necessary to achieve the objectives of this partnership; the party shall immediately inform the other Party by written notice at least thirty (30) days prior to its termination. This Agreement may be extended beyond the termination date only by written agreement between the parties.

ARTICLE VII

PRE-TERMINATION

Either party shall have the right to terminate this Agreement by giving a written notice to the other Party within thirty days (30) in the event of inability, unwillingness of either party to perform its obligations or for other reason, provided that prior consultation has been made.

IN WITNESS WHEREOF, the undersigned have on behalf of the Parties hereto affixed their respective signature and seal at _____, Philippines on the _____, 2018.

Local Government Unit of Ormoc
By:

HON. RICHARD I. GOMEZ
City Mayor

Plan International, Inc.
By:

Dennis O'Brien
Country Director

Signed in the Presence of:

MRS. DELIA D. CORBO
CSWDO

MR. JOSE FELIPE EDUARDO J. REBUENO II
Project Manager

ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S.

Before me, this _____ day of _____ at _____ Philippines
personally appeared.

Name	Community Tax Cert. No.	Issued on	Issued at
_____	_____	_____	_____
_____	_____	_____	_____

Known to me the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free act and deed and the entity they represent.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place first above written.

NOTARY PUBLIC

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

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