

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 09, 2018

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Vincent L. Rama,	SP Member, Majority Floor Leader
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

ON LEAVE:

Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
---------------------	--

RESOLUTION NO. 2018-199

**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
DEPARTMENT OF INFORMATION AND COMMUNICATIONS
TECHNOLOGY (DICT) RELATIVE TO THE ESTABLISHMENT
OF TECHNOLOGY FOR ECONOMIC DEVELOPMENT
(Tech4ED) CENTER.**

WHEREAS, an Indorsement was forwarded to this august Body from the Office of the City Mayor dated July 20, 2018, requesting for the issuance of a Resolution granting the City Mayor the authority to sign the Memorandum of Agreement (MOA) between the Local Government Unit of Ormoc (LGU-Ormoc) and the Department of Information and Communications Technology (DICT) relative to the implementation of the Technology for Economic Development (Tech4ED) Center, a photocopy of the said MOA is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, in a communication dated July 11, 2018, the DICT sent a letter to the Office of the City Mayor informing that the DICT would like to establish an ICT knowledge hub through the establishment of the Tech4ED Learning Management System (LMS) that will also serve as a platform that hosts aggregated educational and skills training contents from various government and private institutions, a copy of said letter is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, the DICT is mandated to ensure the provision of efficient and effective information and communications technology infrastructure to support efficient, effective, transparent and accountable governance and, in particular, support the speedy and efficient enforcement of rules and delivery of accessible public services to the people;

WHEREAS, the DICT aims to provide access points for individuals and communities to bridge the digital and education divide through the promotion of grassroots development and opportunities for inclusive growth and poverty reduction by giving communities access to information, communication, technology, government services, non-formal education, skills training, telehealth, job markets, and business portals;

WHEREAS, DICT and LGU-Ormoc have agreed to cooperate and jointly commit in promoting community development through the use of information and communications technology for effective and efficient governance in the country, particularly through the Program;

WHEREAS, the Parties have agreed for the free use by way of usufruct of DICT's platform, solutions, technology and brand for Tech4ED Project under the herein below conditions for the sole purpose of furthering the objectives of the project;

WHEREAS, for and in consideration of LGU-Ormoc's belief and recognition of the Tech4ED Center's invaluable services to the community and through the implementation of the said project, the public will be provided with access to computers, various contents and government services;

WHEREAS, the City Legal Officer issued a legal opinion dated July 18, 2018 stating that the MOA is in order, not detrimental to the interests of the City, not contrary to law, morals and public policy and recommends that an SP Resolution be secured for the Authority of the Mayor, a copy of the said letter is hereto attached as Annex "C" and made an integral part hereof;

WHEREAS, upon thorough examination by this Sanggunian of the subject MOA which aims to establish a Tech4ED center that will serve as delivery channels for various ICT services, learning modules and contents about agriculture, financial literacy, entrepreneurship, science and technology among others, this Sanggunian finds that the same is found to clearly and plainly encapsulate the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same;

WHEREAS, in addition, this Sanggunian finds that the City Government's willingness and intent to take on the said responsibilities as described in the MOA in order to accelerate the government's efforts in enhancing Internet accessibility for Filipinos, particularly Ormocanons is desirable as it will be extremely favorable and advantageous to the same and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Benjamin S. Pongos Jr., Chairman, Committee on Laws and Ordinances and SP Member Eusebio Gerardo S. Penserga, Chairman, Committee Transportation, Communication, Information Technology & Public Information, severally seconded by SP Members Tomas R. Serafica, Gregorio G. Yrastorza III, Nolito M. Quilang, John Eulalio Nepomuceno O. Aparis II, Lea Doris C. Villar, Esteban V. Laurente 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 A MEMORANDUM OF AGREEMENT (MOA), FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH THE DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT) RELATIVE TO THE ESTABLISHMENT OF TECHNOLOGY FOR ECONOMIC DEVELOPMENT (Tech4ED) CENTER;

ADOPTED, August 09, 2018.

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. Jasper M. Lucero; the City Planning and Development Office- Information Technology Department; the Department of Information and Communications Technology; 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:


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



July 11, 2018

HON. RICHARD I. GOMEZ

City Mayor
Ormoc City

Dear Mayor Gomez:

Greetings!

We are pleased to inform you that the Department of Information and Communications Technology (DICT) with the collaboration of your City Government through your humble representation would like to establish an ICT knowledge hub by putting up the **Technology for Economic Development (Tech4ED) Center**. This will cater to the delivery of services through its Tech4ED Learning Management System (LMS) as well as serving as a platform that hosts aggregated educational and skills training contents from various government and private institutions. Presently, it has the following contents:

A. eEduSkills -is one of the segments of the Tech4ED Project which aims to deliver e-Learning on demand to address the education divide. Its components are the following:

- **Alternative Learning System (ALS) - eSkwela ICT-based Learning Contents and Digitized ALS Modules**

**The ALS of the DepEd targets the out of school youths and adults who dropped out from high school to give them the opportunity to gain a high school diploma through the ALS Accreditation and Equivalency (ALS A&E) Test.*

- **eTESDA Online Courses**

**The eTESDA targets the students, out of school youths, unemployed adults, workers, professionals, and overseas Filipino workers to develop skills for employment or entrepreneurial opportunities.*

- **Learning English Application for Pinoys (LEAP)**

**The LEAP of the DOST targets high school graduates and college students who would like to improve their English proficiency to be able to enter the BPO industry.*

- **Rotary eLibrary**

**The Rotary eLibrary is an online library that offers various books from different sources.*



REPUBLIC OF THE PHILIPPINES

DEPARTMENT OF INFORMATION AND
COMMUNICATIONS TECHNOLOGY

B. eAssist -is one of the segments of the Tech4ED Project which aims to enable Women, PWD, OFW, Seniors, Indigenous People, Teachers & Career Shifters through access to special contents. Its components are the following:

- **ICT for Digital Literacy – Intel Easy Steps and Microsoft Digital Literacy**
**This targets the senior, people with disability (PWD), indigenous people (IP), women, students, teachers and the general public who would like to acquire basic and advance technology skills to upgrade their competencies for employment or entrepreneurial opportunities.*
- **ICT for Financial Literacy – Colayco Financial Literacy Videos, CFO's Peso Sense and VISA's Financial Literacy Game**
**This targets the Overseas Filipino Workers including their families and relatives as well as the general public to encourage them how to save, spend and learn to invest their money.*
- **ICT for Career Development – Intel Teach Elements (other contents coming soon)**
**This targets teachers as well as the Career Shifters who would like to upgrade their skills and competencies for greater employment and entrepreneurial opportunities.*
- **ICT for Entrepreneurs – CFO's BalinkBayan and HP LIFE (Learning Initiative for Entrepreneurs)**
**This targets the entrepreneurs and aspiring entrepreneurs to learn skills on starting their own business and how to utilize ICT to expand their market reach.*

We would appreciate receiving a confirmation from your end so that we may include your City Government in the list of beneficiaries of the Tech4ED project and eventually conduct the capacity building of your staff on how to use the ICT platform including the monitoring system. To this effect, please find enclosed copy of a Memorandum of Agreement (MOA) template for your ready reference.

For further inquiries, you may contact our representative **MR. DENNIS P. OLMEDO**, thru his mobile number **09289921433**.

Thank you and we look forward to continuing our journey towards development through ICT with you.

Very truly yours,

JOSE A. BAGULAYA, CESO V
Director II, FOO, Visayas Cluster 2

Field Operations Office, Visayas Cluster 2, Mabini Street, Port Area, Tacloban City
Telephone Number: 053-888-0700



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

OFFICE OF THE CITY MAYOR

July 18, 2018

ALBERT PATRICK B. DEEN
Executive Assistant IV
LGU-Ormoc City



Re: Memorandum of Agreement (MOA) Between Department of Information and Communications Technology (DICT) and LGU-Ormoc in the Establishment of a Technology for Economic Development (Tech4ED) Center

Dear Perry:

After reviewing the draft of the abovementioned MOA, the same is in order, not detrimental to the interest of the city, not contrary to law, morals and public policy.

It is suggested that an SP Resolution be secured for the Authority of the Mayor.

Thank you.

Very Truly Yours,


ATTY. JASPER M. LUCERO
City Legal Officer

CERTIFIED TRUE COPY


JURNELL CELINE R. MAGLASANG
ADMINISTRATIVE AIDE I

REPUBLIC OF THE PHILIPPINES)
) S.S.

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) made and entered into, on ____ day
of _____ 2018 in _____, by and among:

The **DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY**, an office existing by virtue of Republic Act 10844 dated 23 May 2016, with principal office address at DICT Building, C.P. Garcia Avenue, UP Diliman, Quezon City, and with Field Operations Office located at Visayas Cluster 2, Cebu City represented herein by its **Cluster Director, JOSE A. BAGULAYA, Cluster Director II**, hereinafter referred to as the "**DICT**";

- and -

The **CITY GOVERNMENT OF ORMOC**, represented herein by its **Honorable City Mayor RICHARD I. GOMEZ** duly authorized for the purpose, hereinafter referred to as the "**LGU**";

WITNESSETH: That-

WHEREAS, **DICT** is mandated to ensure the provision of efficient and effective information and communications technology infrastructure to support efficient, effective, transparent and accountable governance and, in particular, support the speedy and efficient enforcement of rules and delivery of accessible public services to the people;

WHEREAS, in line with its mandate, **DICT** aims to bridge the digital divide to enhance socio-economic conditions providing inclusive growth to the country by establishing Tech4ED Centers under its eFilipino – Technology for Economic Development Project;

WHEREAS, under the Tech4ED Project are different segments, which aim to cater to Out-of-School Youth and Adults (OSYA), women, teachers, Overseas Filipino Workers (OFWs) as well as their families and relatives, Persons With Disabilities (PWDs), senior citizens, indigenous people, and entrepreneurs as its target market or **END-USERS**;

WHEREAS, DICT and the LGU have agreed to cooperate and jointly commit in promoting community development through the use of information and communications technology for effective and efficient governance in the country, particularly through the Program;

WHEREAS, the Parties have agreed for the free use of the platform, technology and brand for Tech4ED Project by way of usufruct under the herein below conditions for the sole purpose of furthering the objectives of the project;

WHEREAS, the [LGU] has presented the DICT a Resolution that authorizes and allows the [LGU] to enter into a binding MOA, and the [LGU Head/Rep] having given the authority to sign and execute the contract;

NOW THEREFORE, for and in consideration of the above premises, DICT and [LGU] as the Parties involved have mutually reached the following Agreement:

I. PURPOSE OF THE MOA

This MOA is an agreement between the parties for the free use by way of usufruct of DICT's platform, solutions, technology and brand of Tech4ED Project by the LGU by which to provide services to the marginalized sectors of society in order to make the collaboration and cooperation between the parties possible, subject to adherence to minimum requirements the law.

II. AGREEMENT OF THE PARTIES

- 2.1 The Parties hereto understand that they share the common goal of implementing the project;
- 2.2 The Parties hereto acknowledge that proper coordination between the parties shall be made to ensure the success of the project;
- 2.3 The Parties hereto acknowledge that ownership of the platform, solutions, technology and brand shall remain with DICT, while those provided by the LGU if any, shall remain with the LGU;
- 2.4 The Parties hereby undertake to faithfully and strictly perform the responsibilities enumerated under this MOA and fully understand the consequences therein in case of non-performance thereof;
- 2.5 The Parties know and understand that the DICT is providing the use of its platform, solutions, technology and services by way of usufruct free of any charge. Furthermore, the Parties hereby declare that DICT is NOT charging

any fee from the **LGU**, from its community or from the public for the use of the platform, solutions, technology and brand of the Tech4ED Project under this MOA;

- 2.6 The **LGU** may impose charges or fees for the use of the computers of the Tech4ED Centers at a cost the **LGU** may deem appropriate and sufficient to be used exclusively for the maintenance and expansion of the Tech4ED Centers in order to achieve the Parties shared goal of long term sustainability of the Tech4ED project;
- 2.7 The **LGU** shall not impose additional charges or fees in order to access the contents of the platform under the Tech4ED Project;
- 2.8 Under no circumstance shall the fees collected by the [LGU] be released to the DICT, its officers and staff as payment of fees, services, honoraria, and other similar disbursements.

III. RESPONSIBILITIES OF THE PARTIES

- 3.1 The responsibilities of **DICT** under this MOA shall be as follows
 - 3.1.1. Allow the **LGU** free use of the platform of the Tech4ED project;
 - 3.1.2. Conduct the appropriate training and orientation to the **LGU** Tech4ED Team prior to operation;
 - 3.1.3. Support and assist the **LGU** in the initial implementation of the Tech4ED Project;
 - 3.1.4. Acknowledge the collaboration with the **LGU** in the implementation of the project;
 - 3.1.5 Review reports required to be submitted by the **LGU**; and
 - 3.1.6. Evaluate and conduct periodic monitoring of the **LGU** Tech4ED Center performance;
- 3.2. The responsibilities of the **LGU** under this MOA shall be as follows:
 - 3.2.1. Following its manifestation of intent to enter into a Memorandum of Agreement, to furnish the **DICT** an Ordinance containing among others, a conformity with the terms and conditions for the free use of the platform, solutions, technology and branding of the Tech4ED project;

- 3.2.2. Provide At least 20-sq meter office space to serve as the Tech4ED where computers shall be deployed and accommodate constituents who shall avail of the center's services;
- 3.2.3. Allow and ensure the operation of the Tech4ED Center from Monday through Friday, for at least eight (8) consecutive hours, ideally from 1 o'clock in the afternoon until 9 o'clock in the evening; on Saturdays from 9 o'clock in the morning to 5 o'clock in the afternoon and on Sundays from 12 o'clock in the morning to 5 o'clock in the afternoon in accordance with Tech4ED Center operations guidelines;
- 3.2.4. At least two permanent or full-time personnel to be designated as the Tech4ED Center Manager and the Tech4ED Center Assistant Manager respectively, to manage the day to day operations of the Center and ensure its the safety and security;
- 3.2.5. Should the costs of Travel and training for its Tech4ED Center Manager and Tech4ED Center Assistant who shall already be tasked to attend the training under the Tech4ED Project such as but not limited to the Center Managers Training and annual Summit for Knowledge exchange to enhance the centers performance.
- 3.2.6 Provide at least operational laptops or desktop computers, an all-in-1 equipment of printer, scanner and copier, and CCTV Camera per center for use at the prescribed hours of operation in accordance with the suggested specifications;
- 3.2.7 Ensure that each Computer shall be readily available and functional for use of the target market or END-USER for at least the prescribed operational days in a year, for the duration of the Contract.
- 3.2.8 Ensure the availability of service center or computer technicians within the area who shall promptly address report/complaint of the user and do preventive maintenance against such items, but not limited to, viruses, malware and the like, on a quarterly basis;
- 3.2.9 Prepare and submit to **DICT** monthly incident management report of complaints and incidents escalated by the target market or END-USER/s with information on the actions taken by the service center or technicians and the corresponding response time;
- 3.2.10. Ensure connectivity of the above-mentioned laptops or desktops at the Tech4ED Center through Wi Fi with at least 2mbps Committed Information Rate (CIR) and at least one (1) router;
- 3.2.11. Provide security measures such as, but not limited to operational security camera for the protection of any and all materials in the Tech4ED Center against theft;

- 3.2.12. Provide at least three (3) computer tables, and at least two (2) extra tables and chairs;
- 3.2.13. Should the costs of monthly operating expenses, such as salaries of the Tech4ED Center Manager and other personnel, electric, internet and telephone bills, supplies and materials and other incidental expenses for the continuous operation of the Tech4ED Centers;
- 3.2.14. Institute and spearhead the advocacy and promotional activities for the dissemination of the Tech4ED Center's existence and service offering to the community;
- 3.2.15. Promote the Tech4ED Centers on the [LGU] website, and regularly update with relevant news and accomplishments of the Centers; (and)
- 3.2.16. Use the fees to be collected exclusively to ensure the sustainability of the Tech4ED Centers for the entire duration of the Agreement;

IV. FUNDING

This MOA will be subject to the availability of funds and other resources of the parties. The cost of the activities and the performance of Parties' respective responsibilities shall be for the separate accounts of the Parties. The both parties warrant that it has the funding to pursue and comply with the obligations and responsibilities found in this agreement.

V. DURATION AND EFFECTIVITY OF THE MOA

This MOA shall take effect upon the signing of the parties hereto and shall be valid for ten (10) years unless earlier terminated or revoked or cancelled for cause by giving thirty (30) day prior written notice to the other party.

VI. MONITORING AND COMPLIANCE

The parties shall mutually monitor the adherence and compliance of their counterparty. Any lapse or breach of obligations shall be brought to the attention of the other through notices under these addresses:

DICT:

JOSE A. BAGULAYA
DICT BUILDING, FOO
PORT AREA, CEBU CITY

LGU

RICHARD I. GOMEZ
ORMOC CITY NEW CITY HALL,
ORMOC CITY

The parties agree to settle issues, lapses and breaches of obligations through internal negotiations. However, if issues, lapses and breach continue for 3 consecutive events and notices, the offended party may, as a matter of right given and agreed to in this agreement, remove any or all contributions to this endeavor and rescind this agreement.

VI. TERMINATION

Upon expiration of the period of the agreement, the Parties may renew the same subject to the evaluation of the performance of the centers established under this agreement. Sixty (60) days prior to the end of the agreement, the Parties shall discuss whether the project should continue or shall be terminated, extended or under a new agreement subject to the requirements of the law.

In case of non-renewal of the agreement or termination for whatever cause, the equipment and technology/platform used for the Tech4ED project subject of this agreement shall be immediately returned to its rightful owners, the costs of the retrieval, removal and/or return thereof shall be for the separate accounts of the parties.

This MOA can be pre-terminated on the ground that upon periodic evaluation by DICT, it has been determined that the Center is not performing within the standard set by DICT for the Tech4ED project and/or violations and/or non-performance of any of the responsibilities enumerated herein have been committed. As a consequence thereof,

In such a case, the LGU shall immediately stop using the platform, solutions, technology and brand of Tech4ED project and shall no longer be a part of the project.

VII. REPRESENTATION AND WARRANTIES

Each Party has all the requisite corporate power and authority to execute and deliver this MOA and to perform all of its obligations hereunder. The execution, delivery and performance of this MOA have been duly and validly authorized by all necessary corporate action of each Party, and no further corporate action, consent or approval on the part of each Party is required to the valid performance of its obligations hereunder and the consummation of the transactions contemplated by this Agreement.

VIII. RELATIONSHIP

- 8.1 There is no employee-employer relationship or principal-agency between the **DICT** and **LGU**;
- 8.2 The relationship between the Parties shall be that of a usufruct on the platform, solutions, technology and brand and nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture between the Parties, or a

merger of their assets or their fiscal and other liabilities or undertaking. Neither Party shall have the right to bind the other Party, except as expressly provided for herein;

- 8.3 The employees of the **DICT** and **LGU** shall remain their respective employees. Any liabilities and obligations emanating from the employer-employee relationship of the respective parties shall be solely shouldered by the respective employers; and
- 8.4 The Tech4ED Center Managers and other personnel of the Tech4ED Centers shall remain the employees of the **LGU**. Any liabilities and obligations emanating from such employer-employee relationship shall solely for the account of the **LGU**.

IX. AMENDMENTS

At any time while this MOA is in effect, the Parties may modify, revise or amend in writing the existing terms and conditions or requirements of this MOA as circumstances may warrant. Any modification, revision or amendment hereto shall become valid and binding only when the same is in writing and signed by both Parties;

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement in the place and on the date first above written.

**DEPARTMENT OF
INFORMATION AND
COMMUNICATIONS TECHNOLOGY**

CITY GOVERNMENT OF ORMOC

JOSE A. BAGULAYA

RICHARD I. GOMEZ

Cluster Director
FCO, Visayas Cluster 2

City Mayor

IN THE PRESENCE OF

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the above jurisdiction, this ____ day of _____ 2018, personally appeared:

<u>Name</u>	<u>Government ID</u>	<u>Date & Place Issued</u>
JOSE A. BAGULAYA	GSIS UMID CRN-006-017-0688-6	TACLOBAN CITY
RICHARD I. GOMEZ		

both known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement which consists of Eight (8), including this page in which the acknowledgment is written, signed by the parties and their instrumental witnesses at the spaces herein provided and acknowledged to me that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on this ____ day of _____ 2018.

NOTARY PUBLIC

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