

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 NOVEMBER 22, 2018

PRESENT:

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

ON OFFICIAL BUSINESS:

Vincent L. Rama,	(Acting City Mayor), SP Member, Majority Floor Leader
Lea Doris C. Villar,	(O.B. – Bacolod City), SP Member, Asst. Minority Floor Leader
Jasper C. Yerro,	(O.B. – Baguio City), Ex-Officio SP Member, Chapter President, Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON LEAVE:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
----------------------------	-------------------------------------

RESOLUTION NO. 2018-294

**AN OMNIBUS RESOLUTION GRANTING AUTHORITY TO
THE CITY MAYOR RICHARD I. GOMEZ OR THE
ACTING CITY MAYOR TO EXECUTE CONTRACTS
WITH COACHES AND/OR EXPERTS IN THEIR
RESPECTIVE SPORTS/FIELDS AFFILIATED WITH
THE PHILIPPINE SPORTS COMMISSION (PSC)
RELATIVE TO THE TRAINING OF ORMOC ATHLETES
IN THE IMPLEMENTATION BY THE LOCAL
GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) OF
ITS VARIOUS SPORTS PROGRAMS.**

WHEREAS, the Acting City Mayor Vincent L. Rama through an Indorsement dated November 21, 2018 requested from this august Body the issuance of an Omnibus Resolution authorizing the City Mayor /OIC Mayor/ Acting Mayor to sign and execute contracts for the purpose of engaging experts or persons who are skilled in their respective sports/fields who will provide the necessary training to Ormoc athletes in relation to the implementation by the LGU Ormoc of its various Sports Programs, further requesting that the matter be treated as EXTREMELY URGENT, a copy of the Contract draft is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, Sec 19 (1), Article XIV of the 1987 Philippine Constitution declares as a policy that the State shall promote physical education and encourage sports programs, league competitions, and amateur sports, including training for international competitions, to foster self-discipline, teamwork, and excellence for the development of a healthy and alert citizenry;

WHEREAS, if there is one best means for any individual to develop the highest human potential of one's mind and body, and the best tool to transcend social, political and cultural differences among peoples, it is through participation and/or involvement in sports activities;

WHEREAS, in addition to the physical and mental development that an individual benefits from joining sports, it is the formation of admirable character that makes sports special and distinctive from other human activities; and that if education teaches values, sports espouses and practices many revered human values;

WHEREAS, Republic Act No. 6847, created the Philippine Sports Commission (PSC) under the Office of the President, to carry out this constitutional mandate in coordination with the various government departments, agencies and private entities;

WHEREAS, the PSC is mandated to encourage wide participation of all sectors, government and private, in amateur sports promotion and development;

WHEREAS, Ormoc City, under the current administration, has created a healthy and progressive sports community with the strong support and vision of its Local Chief Executive for Ormoc City sports;

WHEREAS, one of the thrusts of the City is to develop strong and consistent sports plans, programs, projects and activities, including coaches' and sports experts' clinics which focus on the continuous learning and development of local athletes in the pursuit of excellence in their respective sports disciplines;

WHEREAS, through the various sports programs, adequate training will harness the best potentials of the Ormocanon athletes and teaches them the qualities, abilities and physiological and psychological potentials to excel in their chosen sport;

WHEREAS, the City of Ormoc is engaging the services of coaches and experts in their respective sports/fields affiliated with the Philippine Sports Commission in order to render much-needed assistance by the City in effectively carrying out its comprehensive sports development programs as well as ensuring its consistency and sustainability;

WHEREAS, in the implementation of said engagement, a contract that contains in clear terms the circumstances of the same, including the terms and conditions thereof, must be entered into by the LGU-Ormoc with the concerned coaches and sports experts;

WHEREAS, upon scrutiny by this Sanggunian, the contract draft is shown to plainly and clearly encapsulate the term and conditions of the engagement, including the specific roles and responsibilities of the parties thereto for the accomplishment of the noble ends of the same;

WHEREAS, the City Legal Office issued a legal opinion dated November 22, 2018 stating that after a review of the draft contract, the same is found to be in order not detrimental, not contrary to law, morals, good custom, public policy, and public order, a copy of said legal opinion is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, this Sanggunian, after further thorough examination of the aforementioned request by the City Mayor, further deems that it indeed is not contrary to law, existing contract, public policy, customs and morals and it is aimed at attaining the City's objective, among other things, of engendering and inculcating fairness, integrity, compassion and excellence in the field of sports on its local athletes, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on motion of SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws & Ordinances and SP Member Nolito M. Quilang, Member, Committee on Youth and Sports Development, severally seconded by SP Members Tomas R. Serafica, Esteban V. Laurente and John Eulalio Nepomuceno O. Aparis II; be it


RESOLVED, AS IT IS HEREBY RESOLVED, to pass an OMNIBUS RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO EXECUTE CONTRACTS WITH COACHES AND/OR EXPERTS IN THEIR RESPECTIVE SPORTS/FIELDS AFFILIATED WITH THE PHILIPPINE SPORTS COMMISSION (PSC) RELATIVE TO THE TRAINING OF ORMOC ATHLETES IN THE IMPLEMENTATION BY THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) OF ITS VARIOUS SPORTS PROGRAMS;

ADOPTED, November 22, 2018.


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, the City Sports Office; the OIC-City Director, DILG and other concerned offices for their information and guidance.

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


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

ATTESTED:


GREGORIO G. YRASTORZA III
(Temporary Presiding Officer)
SP Member

CONTRACT

KNOW ALL MEN BY THESE PRESENT:

THIS CONTRACT made and entered into by and between:

NAME, CIVIL STATUS, ADDRESS:

1. _____

Name
Status
Address
2. _____

Name
Status
Address
3. _____

Name
Status
Address

herein referred to the PARTY(IES);

- and -

THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU ORMOC), herein represented by MAYOR RICHARD I. GOMEZ, hereinafter referred to as the LGU ORMOC;

WITNESSETH, that:

The LGU ORMOC desires to provide _____ in connection with its Sports Programs related to _____;

The PARTY(IES) has agreed to perform such services for the LGU ORMOC subject to the terms and conditions set forth in this Agreement, as follows:

1. The PARTY(IES) represents himself/ herself/ themselves to be possessed of the skill, expertise, and proficiency, requisite for the due discharge of the functions of the services subject of this agreement.
2. PARTY(IES) agrees to provide and execute the following athletic training services for _____ to:
 - a. Improve and refine the knowledge and performance of our prospected local athletes who will compete at the _____;
 - b. The athletes must learn:
 - i. _____
 - ii. _____
 - iii. _____
 - iv. _____

As set forth on the Training Matrix in _____ attached as Annex "A", during such times / duration as indicated.

3. Any supplies and equipment furnished by the LGU ORMOC and not uses in the performance of the Services shall be returned to the LGU ORMOC upon the expiration or earlier termination of this Agreement.

4. For and in consideration of services rendered the PARTY(IES), the LGU ORMOC shall pay and cause to be delivered the amount of _____ subject to withholding tax. The said amount shall be charged against _____. PARTY(IES) undertake to apply the amount(s) released/ delivered to him/her/them, solely and exclusively for the exact reason and purpose for which it was given. PARTY(IES) further undertake that he/she/they will hold the LGU ORMOC or any of its representative(s) free and harmless from any surcharge/penalty/liability due to any change(s)/modification(s) beyond the control of the LGU ORMOC including but not limited to fortuitous event(s).

The amount is inclusive of **ACCOMMODATION EXPENSES and PAYMENT FOR THE IN THE ABOVEMENTIONED TRAINING**. This shall NOT include the costs for TRAVEL (i.e. fare to and from Manila vice versa) and MEALS for BREAKFAST, LUNCH, and DINNER, which shall be charged to the account of the LGU ORMOC, upon presentation of the necessary vouchers, invoices and like documents, as required by relevant audit practices and pertinent laws and regulations.

In the event of the termination of this agreement or any part hereof due to causes being the control of the LGU ORMOC, any amount(s) already paid to the PARTY(IES) shall be immediately reimbursed and returned to the former.

All disbursements made under and pursuant to this Contract shall be made only if properly sourced in and supported by appropriation ordinance(s) and in accordance with accounting rules and practices.

5. This Agreement shall be effective beginning _____ and shall end on _____. Notwithstanding the foregoing, either the PARTY(IES) of the LGU ORMOC shall have the right to terminate this Agreement by giving **five (5)** days prior written notice to the other. Upon expiration of said notice period, this Agreement shall be terminated and the parties shall have no further obligation hereunder except compensation and indemnification obligations.
6. PARTY(IES), in performing the Services, is not an agent, servant, partner, or employee of the LGU ORMOC. PARTY(IES) has/have no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the LGU ORMOC or to bind the LGU ORMOC in any way whatsoever.
7. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior written or oral agreement or understanding and any contemporaneous oral agreements or understanding, between them respecting the subject matter hereof. This Agreement shall not be waived, changed, modified, extended, or discharged except by an agreement in writing, signed by both parties hereto.
8. The effectivity of this agreement shall be subject to the issuance of the Sangguniang Panglunsod resolutions and related issuances.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____ at _____.

PARTY(IES)

RICHARD I. GOMEZ, MBA

City Mayor

LGU ORMOC

Republic of the Philippines)

City of Ormoc) S.S

BEFORE ME, a Notary Public for and in the City of Ormoc, Philippines, this day of _____, in the City of Ormoc, Philippines, personally appeared the above parties who exhibited the following competent evidence of identity:

PARTY(IES)	COMPETENT EVIDENCE OF IDENTITY

And acknowledged to me that the foregoing is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and place above-written.

Doc. No. _____;

Page _____;

Book No. _____;

Series of 2018.

OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte



22 November 2018

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

OFFICE OF THE CITY MA
RECEIVED
DATE: 11-22-18
TIME: 8:40
SIGNATURE: *Jes*

Re: Template Sports Training Contract

References:

1. Draft Template Sports Training Contract

Dear Ms. Dela Cerna:

1. Per request from the CMO, the undersigned has reviewed the draft template contract and finds nothing legally objectionable to the basis, substance and purpose thereof. The same is likewise found to be in order, not detrimental to the interests of the City, not contrary to law, morals, good customs, public policy and public order. It is noted that the acquisition of trainer/s by the City shall be subject to the appropriate provisions of RA 9184 and its 2016 Revised IRR, to be determined by the BAC.
2. This Office recommends approval of the template Contract and further recommends that an SP Resolution be secured for the omnibus authority of the Mayor to sign the same.
3. For the consideration of the CMO.

For the City Legal Officer:

Most Respectfully,


ATTY. JESUS MANUEL A. HORCA III
City Govt. Asst. Dept. Head
Assistant City Legal Officer

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

Res. # 2018 - 294
11/22/18

CONTRACT

KNOW ALL MEN BY THESE PRESENT:

THIS CONTRACT, made and entered into by and between:

1. MELCHORT T. TUMASIS Coach BLDG 17 RM 101 PILINVEST ALABANG, MUNI
Name Status Address
2. MA CRISTINA VERUARA Coach BK 32 LOT 5 DREAMLAND TALUIN CITY
Name Status Address
3. Grace P. Loberanes Coach RMSC P. Ocampo Sr St MALATE MANILA
Name Status Address

herein referred to, collectively, as **CONTRACTOR**;

- and -

THE LOCAL GOVERNMENT UNIT OF ORMOC, herein represented by MAYOR RICHARD I. GOMEZ, hereinafter referred to as the **LGU ORMOC**;

WITNESSETH, that:


LGUORMOC desires to provide WRESTLING CLINIC CYCLE 2, in connection with its Sports Programs, related to the 2019 EVRAA preparation;

The CONTRACTOR has agreed to perform services for LGUORMOC, subject to the terms and conditions set forth in this Agreement, to wit:

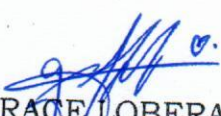
1. The CONTRACTOR represents himself to be possessed of the skill, expertise, and proficiency requisite for the due discharge of the services subject of this agreement;
2. The CONTRACTOR agrees to provide and execute training services for WRESTLING CLINIC CYCLE 2, aimed at:
 - a. Improving and refining the knowledge and performance of prospective local athletes competing for the Eastern Visayas Regional Athletics Association (EVRAA) competition on March 2019; and
 - b. The attainment of local athletes of:
 - i. Double leg, Take down control continuation pinning hold
 - ii. Single leg, Take down control continuation, Leg lace rolling
 - iii. Arm drag, Take down control continuation rolling
 - iv. Duck under, Take down with pinning hold
 - v. Double leg control, full defense, full attack
 - vi. Single leg control full defense, full attack, left and right
 - vii. Head control, Go behind
 - viii. Head control, Full defense, Full attack
 - ix. Ground techniques
 - x. Ground technique: Full defense, Full attack
 - xi. Sparring

3. Any supply and equipment furnished by LGUORMOC not used in the performance of the Services shall be returned to LGUORMOC on or before the expiration of this Agreement;
4. For, and in consideration of services rendered, LGUORMOC shall pay, and cause to be delivered, the aggregate amount of **ONE HUNDRED SIXTY FIVE THOUSAND PESOS ONLY (Php165,000.00)**, subject to applicable withholding tax on income, to the CONTRACTOR. Said amount shall be charged against the **SPORTS DEVELOPMENT PROGRAM - OTHER MAINTENANCE AND OPERATING EXPENSES** of the **CY 2019 CITY MAYOR'S OFFICE ANNUAL BUDGET**. CONTRACTOR undertakes to apply the amount(s) released/delivered to him, solely and exclusively for the reason/purpose for which it was given. CONTRACTOR further undertakes that he holds LGU ORMOC or any of its representative(s) free from any surcharge/penalty/liability due to any change(s)/modification(s) beyond the control of LGUORMOC, including, but not limited to, fortuitous event(s). **The amount is inclusive of ACCOMMODATION EXPENSES, PAYMENT FOR THE SERVICES RENDERED IN TRAINING, and MISCELLANEOUS EXPENSES.** Said consideration shall NOT include the costs for TRAVEL (fare to and from Manila), which shall be charged to the account of LGUORMOC, upon presentation of receipts, invoices and supporting documents, as required by relevant audit practices, pertinent laws, and regulations; provided that expenses incurred for personal travel within the duration of the contract shall be for the account of CONTRACTOR. All disbursements under, and pursuant to, this Contract shall be made only when properly sourced, and supported by, appropriation ordinance(s), and in accordance with accounting rules and practices;
5. CONTRACTOR, in performing its Services, is not an agent, servant, partner, or employee of the LGU ORMOC. CONTRACTOR has no authority to assume, or create, any obligation or responsibility, express or implied, on behalf of, or in the name of LGUORMOC, or to bind LGUORMOC in any way whatsoever;
6. This Contract contains the entire covenant between the contracting parties hereto with respect to the subject matter herein, and supersedes any prior written or oral agreement, or any contemporaneous oral agreement between contracting parties with respect to the subject matter herein. This Agreement shall not be waived, changed, modified, extended, or discharged except by an agreement in writing, signed by the contracting parties;
7. This Contract shall be effective beginning **January 2019** and shall end on **February 2019**. Notwithstanding the foregoing, either of the contracting parties shall have the right to terminate the Contract within five (5) days from execution of the contract, subject to the payment of damages towards the non-terminating party;
8. In the event of the termination of this agreement, any amount(s) already paid to the CONTRACTOR shall immediately be reimbursed and returned to LGUORMOC; and
9. The contracting parties agree that any dispute arising out of the subject of this Agreement shall be settled through arbitration, with an arbitrator selected by both parties, whose decision shall be binding and executory.

IN WITNESS WHEREOF, the parties set their hands on the ____th day of _____, 2019 at Ormoc City, Leyte.


MELCHOR TUMASIS
WRESTLING Coach


MA. CRISTINA VERGARA
WRESTLING Coach


GRACE LOBERANES
WRESTLING Coach

HON. RICHARD I. GOMEZ, MBA
City Mayor

LGUORMOC
As per SP Resolution No. 2018-274

Republic of the Philippines)
City of Ormoc) S.S.

BEFORE ME, a Notary Public for and in the City of Ormoc, Philippines, this day of FEB 28 2019, in the City of Ormoc, Leyte, personally appeared above parties who exhibited the following competent evidence of their respective identities:

PARTY(IES)	COMPETENT EVIDENCE OF IDENTITY
MELCHOR TUMASIS	WRJ-OPF-001
MA. CRISTINA VERGARA	WRJ OPF - 007
GRACE LOBERANES	WRJ-015-2018
RICHARD I. GOMEZ	NO.1-85-028343

And acknowledged to me that the foregoing is their free and voluntary act and deed.

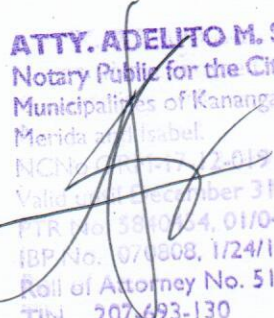
WITNESS MY HAND AND SEAL on the date and place above-written.

Doc. No. 183;

Page 37;

Book No. VI;

Series of 2019.


ATTY. ADELITO M. SOLIBAGA JR.
Notary Public for the City of Ormoc,
Municipalities of Kananga, Matag-ob,
Merida and Isabel.
NCN No. 12-17-2019 issued on 12/22/17
Valid until December 31, 2019
PTR No. 3810004, 01/04/19, Ormoc City
IBP No. 070808, 1/24/19, Cebu City
Roll of Attorney No. 51625
TIN 207493-130
J. Navarro St., Ormoc City, Philippines