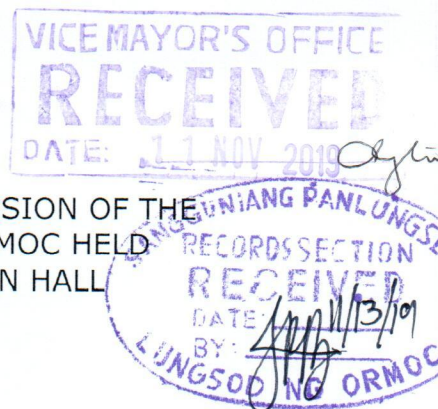


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL  
ON NOVEMBER 04, 2019 IN LIEU OF  
NOVEMBER 05, 2019

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member, Majority Floor Leader
Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang,	SP Member, 2 <sup>nd</sup> Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc	

ON OFFICIAL BUSINESS:

Roiland H. Villasencio,	(O.B. - Quezon City),
	SP Member, 1 <sup>st</sup> Asst. Majority Floor Leader
Jasper M. Lucero,	(O.B. - Quezon City), SP Member
Peter M. Rodriguez,	(O.B. - Quezon City), SP Member
Esteban V. Laurente,	(O.B. - Quezon City), Ex-Officio SP Member,
	Chapter President, Liga ng mga Barangay ng Ormoc

**RESOLUTION NO. 2019-121**

**AN OMNIBUS RESOLUTION GRANTING AUTHORITY TO  
THE CITY MAYOR RICHARD I. GOMEZ OR THE  
ACTING CITY MAYOR TO ENTER INTO AND SIGN  
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, this Sanggunian was in receipt of an Indorsement dated October 23, 2019 from the Office of the City Mayor, endorsing a request for the issuance of an authority for the City Mayor to enter into and sign the Contracts to be executed with the coaches and/or experts in their respective sports or fields, relative to the training of Ormoc athletes in the implementation of various sports programs and further classifying the same as EXTREMELY URGENT, a copy of the aforementioned Contract is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, under Section 19, Article XIV of the 1987 Philippine Constitution declares 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, Republic Act No. 6847, created the Philippine Sports Commission (PSC) under the Office of the President, to carry out the constitutional mandate in coordination with the various government departments, agencies and private entities;



WHEREAS, the Local Government Unit of Ormoc (LGU-Ormoc) desires to provide various Sports Clinics in connection with its Sports Programs relative to the 2020 Eastern Visayas Regional Athletic Association (EVRAA) Meet preparation;

WHEREAS, LGU – Ormoc acknowledges and supports programs that shall improve and promote sports as opportunities to improve the physical, intellectual; and social well-being of the youth;

WHEREAS, in its desire to achieve the same, LGU-Ormoc has sought out various coaches and experts in the respective sports and field who are possessed of the skill, expertise and proficiency requisite for the training of Ormoc athletes;

WHEREAS, through such provision and execution of training services, the same is aimed at improving and refining the knowledge and performance of prospective local athletes for the EVRAA Meet on March 2020;

WHEREAS, if there is one best means to develop the highest human potential in mind and body, and the best tool to transcend social, political and cultural differences, it is sports and that if education teaches values, sports practices values;

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 and continues its thrust to develop strong and consistent sports plans, programs, projects and activities;

WHEREAS, the City of Ormoc is engaging the services of coaches and experts in their respective sports/fields affiliated with the PSC 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 attached Contract, the City Legal Office has certified that the same was drafted by the said Office and that it is not contrary to laws, public policy or good morals;

WHEREAS, this Sanggunian, after thorough examination of the aforementioned request by the City Mayor, deems that the implementation of the Contract and the provision of the proper and adequate training and skills to Ormoc athletes support the City's commitment to foster sportsmanship and integrity towards sports excellence and global competitiveness of the City's young athletes 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 Gregorio G. Yrastorza III, Member, Committee on Youth and Sports Development, severally seconded by SP Members Tomas R. Serafica, Eusebio Gerardo S. Penserga, Vincent L. Rama and Joan Marbie C. Simbajon; 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 ENTER INTO AND SIGN 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 04, 2019.

RESOLVED, FURTHER, that a copy of the final and notarized Contract/s 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 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 above resolution.

  
MARIA ANTONIETA G. CO HAT  
Secretary to the  
Sangguniang Panlungsod

ATTESTED:

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



# CONTRACT

Annex "A"

KNOW ALL MEN BY THESE PRESENT:

THIS CONTRACT, made and entered into by and between:

- |    | Name | Status | Address |
|----|------|--------|---------|
| 1. |      |        |         |
| 2. |      |        |         |
| 3. |      |        |         |
| 4. |      |        |         |

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

NOT contrary to laws, public  
policy, moral.

Amendments/Revisions

Atty. Josephine A. Mejia-Romero  
City Legal Officer

DATE: 10/22/19

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 BASEBALL/SOFTBALL CLINIC CYCLE 1, in connection with its Sports Programs, related to the 2020 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 BASEBALL/SOFTBALL CLINIC CYCLE 1, 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 2020; and
  - b. The attainment of local athletes of:
    - i. Infield drills and outfield drills
    - ii. Hitters and hitting
    - iii. Throwing and catching
    - iv. Pitching drills
    - v. Base running
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 FIFTY SIX THOUSAND PESOS ONLY (Php156,000.00)**, subject to applicable withholding tax on income, to the CONTRACTOR and accommodation allowance amounting to **TWENTY FOUR THOUSAND PESOS ONLY (Php24,000.00)**, subject to liquidation (submission of official receipt). 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). 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 **October 2019** and shall end on **October 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;

REVIEWED

ORMOC CITY LEGAL OFFICE

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

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

Atty. Josephine A. Mejia-Romero  
City Legal Officer

DATE: 10/22/19



IN WITNESS WHEREOF, the parties set their hands on the \_th day of \_\_\_\_\_, 2019 at Ormoc City, Leyte.

ISAAC BACARISAS  
Baseball/Softball Coach

LUIS BACARISAS  
Baseball/Softball Coach

JOANNARD PAREJA  
Baseball/Softball Coach

SHERWIN TABAR  
Baseball/Softball Coach

HON. RICHARD I. GOMEZ, MBA  
City Mayor  
LGUORMOC

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

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Ammendments/Revisions

Atty. Josephine A. Mejia-Roman  
City Legal Officer

DATE: 10/23/19

BEFORE ME, a Notary Public for and in the City of Ormoc, Philippines, this day of \_\_\_\_\_, 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

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 2019.