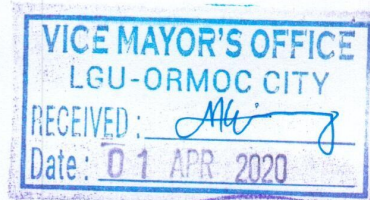
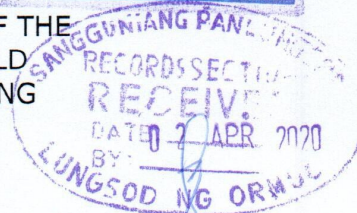


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE MULTI-PURPOSE HALL, ORMOC CITY HALL BUILDING  
ON MARCH 31, 2020



PRESENT:

Leo Carmelo L. Locsin, Jr.  
Roiland H. Villasencio,  
Tomas R. Serafica,  
Nolito M. Quilang,  
Eusebio Gerardo S. Penserga,  
Jasper M. Lucero,  
Peter M. Rodriguez,  
Vincent L. Rama,  
Gregorio G. Yrastorza III,  
Lalaine A. Marcos,  
Esteban V. Laurente,

City Vice Mayor & Presiding Officer  
SP Member, 1<sup>st</sup> Asst. Majority Floor Leader  
SP Member, Presiding Officer "Pro-Tempore"  
SP Member, 2<sup>nd</sup> Asst. Majority Floor Leader

SP Member  
SP Member  
SP Member  
SP Member  
SP Member  
SP Member

Joan Marbie C. Simbajon,

Ex-Officio SP Member, Chapter President,  
Liga ng mga Barangay ng Ormoc  
Ex-Officio SP Member, Chapter President,  
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON LEAVE:

Benjamin S. Pongos, Jr.,

SP Member, Majority Floor Leader

**RESOLUTION NO. 2020-098**

**AN OMNIBUS RESOLUTION GRANTING AUTHORITY TO  
THE CITY MAYOR RICHARD I. GOMEZ OR THE  
ACTING CITY MAYOR TO ENTER INTO AND SIGN THE  
THREE (3) MEMORANDUM OF AGREEMENTS (MOA)  
TO BE ENTERED INTO BY AND BETWEEN THE LOCAL  
GOVERNMENT UNIT OF ORMOC CITY (LGU-ORMOC)  
AND THE THREE MEDICAL FACILITIES, NAMELY:  
ORMOC SUGARCANE PLANTERS ASSOCIATION-  
FARMERS MEDICAL CENTER (OSPA-FMC), ORMOC  
DOCTORS' HOSPITAL, AND CLINICA GATCHALIAN &  
HOSPITAL FOR THE INSTALLATION OF DIGITAL  
PROTOCOL 2-WAY RADIO COMMUNICATION.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated February 24, 2020 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 three (3) Memorandum of Agreements (MOA) to be entered into by and between the Local Government Unit of Ormoc City (LGU-Ormoc) and the three medical facilities, namely: Ormoc Sugarcane Planters Association-Farmers Medical Center (OSPA-FMC), Ormoc Doctors' Hospital, and Clinica Gatchalian & Hospital for the installation of digital protocol 2-way radio communication;

WHEREAS, in an Opinion dated February 17, 2020, the City Legal Office found nothing legally objectionable in the three (3) Memorandum of Agreements (MOA) and that the same are not contrary to law, morals, public order, or public policy much less detrimental to the best interest of LGU-Ormoc City;



WHEREAS, as cited in the Memorandum of Agreement (MOA), the installation of a digital protocol 2-way radio communication device in the emergency room of the said hospitals, as part of the Early Warning System Program, will enable Ormoc City Disaster Risk Reduction and Management Office (OCDRRMO) and the medical facilities an immediate response through a communication line readily available within its area of responsibility;

WHEREAS, Local Government Units are encouraged to develop programs that will provide knowledge and capacities that will effectively anticipate, respond, and recover from the impacts of likely, imminent, or current hazard events or conditions;

WHEREAS, Section 3(J) and (Q) of RA 10121 or otherwise known as "Philippine Disaster Risk Reduction and Management Act of 2010" provides for disaster preparedness and early warning systems as a step to prevent or if not alleviate the effects of hazard events or conditions;

WHEREAS, Section 4(9) of RA 10121 IRR states that one of the LDRRMO's function is to "Conduct continuous disaster monitoring and mobilize instrumentalities and entities of the LGUs, CSOs, private groups and organized volunteers, to utilize their facilities and resources for the protection and preservation of life and properties during emergencies in accordance with existing policies and procedures";

WHEREAS, Section 3(13) of RA 10121 IRR states that the LDRRMO shall "Maintain a database of human resource, equipment, directories, and location of critical infrastructures and their capacities such as hospitals and evacuation centers";

WHEREAS, Section 4(14) of RA 10121 states that the LDRRMO will "Develop, strengthen, and operationalize mechanisms for partnership or networking with the private sector, CSOs, and volunteer groups";

WHEREAS, in furtherance of the above stated disaster preparedness, an action should be carried out which includes activities such as contingency planning, stockpiling of equipment and supplies, the development of arrangements for coordination, evacuation and public information, and associated training and field exercises which should be supported by formal institutional, legal, and budgetary capacities;

WHEREAS, the subject MOA clearly and plainly encapsulates 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, and this Sanggunian, after thorough examination of the aforementioned request by the City Mayor, finds that the same is entered into for the best interests of the City and its constituents;

WHEREFORE, on joint motion of SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Health & Sanitation, and SP Member Nolito M. Quilang Vice Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Roiland H. Villasencio, Tomas R. Serafica, Jasper M. Lucero, Joan Marbie C. Simbajon, Peter M. Rodriguez, Vincent L. Rama, Gregorio G. Yrastorza III and Lalaine A. Marcos; 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 THE THREE (3) MEMORANDUM OF AGREEMENTS (MOA) TO BE ENTERED INTO BY AND BETWEEN THE LOCAL GOVERNMENT OF ORMOC CITY (LGU-ORMOC) AND THE THREE MEDICAL FACILITIES, NAMELY: ORMOC SUGARCANE PLANTERS ASSOCIATION-FARMERS MEDICAL CENTER (OSPA-FMC), ORMOC DOCTORS' HOSPITAL, AND CLINICA GATCHALIAN & HOSPITAL FOR THE INSTALLATION OF DIGITAL PROTOCOL 2-WAY RADIO COMMUNICATION;

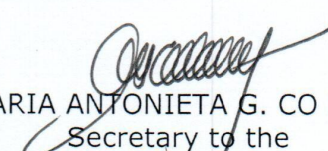
ADOPTED, March 31, 2020.

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 City Health Department; Ormoc Sugarcane Planters Association-Farmers Medical Center (OSPA-FMC); Ormoc Doctors' Hospital; Clinica Gatchalian & Hospital; the CDRRMO; 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  
Secretary to the  
Sangguniang Panlungsod

ATTESTED:

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



## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Memorandum of Agreement made and entered into by and between the:

**ORMOC CITY DISASTER RISK REDUCTION AND MANAGEMENT OFFICE**

a multi-agency government entity, with office address at CEC Building Government Compound, Brgy. Cogon Ormoc City, Leyte represented herein by its Council Chairman, **HON. RICHARD I. GOMEZ**, hereinafter referred to as the FIRST PARTY.

- and -

**ORMOC SUGARCANE PLANTERS ASSOCIATION - FARMERS MEDICAL**

**CENTER** a private entity, with office address at Brgy. Canadieng, Ormoc City, Leyte represented herein by its Hospital Administrator **DR. SANDRA CHIONG**, hereinafter referred to as the SECOND PARTY.

**WITNESSETH:**

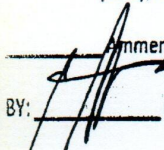
**WHEREAS**, Local Government Units are encouraged to develop programs that will provide knowledge and capacities that will effectively anticipate, respond and recover from the impacts of likely, imminent or current hazard events or conditions.

**WHEREAS**, Section 3 (J) and (Q) of RA 10121 provides for disaster preparedness and early warning systems as a step to prevent or if not alleviate the effects of hazard events or conditions.

**WHEREAS**, Section 4 (9) of RA 10121 IRR states the LDRRMO function to "Conduct continuous disaster monitoring and mobilize instrumentalities and entities of the LGUs, CSOs, private groups and organized volunteers, to utilize their facilities and resources for the protection and preservation of life and properties during emergencies in accordance with existing policies and procedures".

**WHEREAS**, Section 4 (13) of RA 10121 IRR states the LDRRMO shall "Maintain a database of human resource, equipment, directories, and location of critical infrastructures and their capacities such as hospitals and evacuation centers".

**WHEREAS**, Section 4 (14) of RA 10121 IRR states the LDRRMO will "Develop, strengthen and operationalize mechanisms for partnership or networking with the private sector, CSOs, and volunteer groups".

ORMOC CITY LEGAL OFFICE	
<input checked="" type="checkbox"/>	Approved
<input type="checkbox"/>	Separate Opinion
<input type="checkbox"/>	Drafted by CLO
<input type="checkbox"/>	Not contrary to laws, public policy, moral.
<input type="checkbox"/>	Amendments/Revisions
BY: 	DATE: FEB 21 2020



**WHEREAS**, in furtherance of the above stated disaster preparedness an action should be carried out which includes activities such as contingency planning, stockpiling of equipment and supplies, the development of arrangements for coordination, evacuation and public information, and associated training and field exercises which should be supported by formal institutional, legal and budgetary capacities.

**WHEREAS**, both PARTIES recognizes the need to install an Two Way Radio as part of the Early Warning System in order to establish the set of capacities needed to generate and disseminate timely and meaningful warning information which will enable individuals, communities and organizations threatened by a hazard to prepare and to act appropriately and in sufficient time to reduce the possibility of harm or loss.

**WHEREAS**, both PARTIES have agreed to work together to achieve their mutual concern and interest on emergency/disaster preparedness and response.

**NOW, THEREFORE**, for and inconsideration of the foregoing premises, the PARTIES hereby agree on the following:

- a. The FIRST PARTY shall install ONE UNIT of FIXED BASED UNIT TWO WAY RADIO on ORMOC DOCTORS EMERGENCY ROOM with coordinates N 11°00.272 E 124°36.720 ±3M.
- b. The FIRST PARTY shall cover all the expenses for the procurement, installation, first year license, commissioning, and maintenance of the FIXED BASED UNIT TWO WAY RADIO.
- c. The FIRST PARTY shall retain ownership of the FIXED BASED UNIT TWO WAY RADIO.
- d. The SECOND PARTY will be responsible in the yearly renewal of National Telecommunication Commission (NTC) License for the FIXED BASED UNIT TWO WAY RADIO.
- e. The FIRST PARTY and SECOND PARTY shall observe to maintain patient data confidentiality.
- f. That the SECOND PARTY shall protect and preserve the said instrument by stressing its importance on their designated operator and in case of damage to the said unit which is attributable to the SECOND PARTY, the SECOND PARTY shall shoulder the cost necessary for the unit's repair.

REVIEWED

ORMOC CITY LEGAL OFFICE

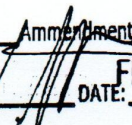
☒ Approved

☐ Separate Opinion

☐ Drafted by CLO

☐ Not contrary to laws, public policy, moral.

Amendments/Revisions

BY:  DATE: FEB 21 2020

If the SECOND PARTY commits a breach of the conditions provided in the sections above, the FIRST PARTY or its assigns, successor's interest may take such action, including the revocation of the agreement, in order to protect its interest.

h. Upon the revocations of the agreement, the SECOND PARTY shall forthwith return to the FIRST PARTY within 30 days the item above stated.



- h. In case of any dispute and in order to forestall lengthy and tedious court proceedings, the same shall be resolved first through a committee or arbitration panel to be composed in accordance with the supplemental agreement of the parties which shall be a composite part of this agreement.
- i. This Memorandum of Agreement shall take effect upon signing by the two Parties and shall remain in force until revoked by the concerned PARTY and/or higher authorities, subject to a written notice given thirty (30) days in advance.

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands on \_\_\_\_\_ at \_\_\_\_\_.

For LGU-Ormoc:

**HON. RICHARD I. GOMEZ, MBA**  
City Mayor  
Local Government of Ormoc

For OSPA FMC:

**DR. SANDRA ANGELICA F. CHIONG, MD, MBA-HA**  
Ormoc Sugarcane Planters Association FMC  
Medical Director

WITNESSES

**CIRIACO E. TOLIBAO II, MPM**  
City DRRM Officer

**MRS. CHERYL BENUEZA, RN, MAN**  
OSPA FMC Chief Nurse

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_ 2020 at \_\_\_\_\_.

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



## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Memorandum of Agreement made and entered into by and between the:

**LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU-Ormoc)**, a government entity, with office address at Government Compound, Brgy. Cogon Ormoc City, Leyte represented herein by its City Mayor, **HON. RICHARD I. GOMEZ, MBA**, hereinafter referred to as the FIRST PARTY.

- and -

**CLINICA GATCHALIAN HOSPITAL**, a private entity, with office address at Kangleon St, District 20, Ormoc City, Leyte represented herein by its Hospital Owner **DR. JAIME L. GATCHALIAN JR., FPOA**, hereinafter referred to as the SECOND PARTY.

WITNESSETH:

**WHEREAS**, Local Government Units are encouraged to develop programs that will provide knowledge and capacities that will effectively anticipate, respond and recover from the impacts of likely, imminent or current hazard events or conditions.

**WHEREAS**, Section 3 (J) and (Q) of RA 10121 provides for disaster preparedness and early warning systems as a step to prevent or if not alleviate the effects of hazard events or conditions.

**WHEREAS**, Section 4 (9) of RA 10121 IRR states the LDRRMO function to "Conduct continuous disaster monitoring and mobilize instrumentalities and entities of the LGUs, CSOs, private groups and organized volunteers, to utilize their facilities and resources for the protection and preservation of life and properties during emergencies in accordance with existing policies and procedures".

**WHEREAS**, Section 4 (13) of RA 10121 IRR states the LDRRMO shall "Maintain a database of human resource, equipment, directories, and location of critical infrastructures and their capacities such as hospitals and evacuation centers".

**WHEREAS**, Section 4 (14) of RA 10121 IRR states the LDRRMO will "Develop, strengthen and operationalize mechanisms for partnership or networking with the private sector, CSOs, and volunteer groups".

**WHEREAS**, in furtherance of the above stated disaster preparedness an action should be carried out which includes activities such as contingency planning, stockpiling of equipment and supplies, the development of arrangements for coordination, evacuation and public information, and associated training and field exercises which should be supported by formal institutional, legal and budgetary capacities.



**WHEREAS**, both PARTIES recognizes the need to install an Two Way Radio as part of the Early Warning System in order to establish the set of capacities needed to generate and disseminate timely and meaningful warning information which will enable individuals, communities and organizations threatened by a hazard to prepare and to act appropriately and in sufficient time to reduce the possibility of harm or loss.

**WHEREAS**, both PARTIES have agreed to work together to achieve their mutual concern and interest on emergency/disaster preparedness and response.

**NOW, THEREFORE**, for and inconsideration of the foregoing premises, the PARTIES hereby agree on the following:

- a. The FIRST PARTY shall install ONE UNIT of FIXED BASED UNIT TWO WAY RADIO on CLINICA GATCHALIAN HOSPITAL EMERGENCY ROOM with coordinates N 11°00.660 E 124°36.560 ±3M.
- b. The FIRST PARTY shall cover all the expenses for the procurement, installation, license, commissioning, and maintenance of the FIXED BASED UNIT TWO WAY RADIO.
- c. The FIRST PARTY shall retain ownership of the FIXED BASED UNIT TWO WAY RADIO.
- d. The FIRST PARTY and SECOND PARTY shall observe to maintain patient data confidentiality.
- e. That the SECOND PARTY shall protect and preserve the said instrument by stressing its importance on their designated operator and in case of damage to the said unit which is attributable to the SECOND PARTY, the SECOND PARTY shall shoulder the cost necessary for the unit's repair.
- f. If the SECOND PARTY commits a breach of the conditions provided in the sections above, the FIRST PARTY or its assigns, successor's interest may take such action, including the revocation of the agreement, in order to protect its interest.
- g. Upon the revocations of the agreement, the SECOND PARTY shall forthwith return to the FIRST PARTY within 30 days the item above stated.



- h. In case of any dispute and in order to forestall lengthy and tedious court proceedings, the same shall be resolved first through a committee or arbitration panel to be composed in accordance with the supplemental agreement of the parties which shall be a composite part of this agreement.
- i. This Memorandum of Agreement shall take effect upon signing by the two Parties and shall remain in force until revoked by the concerned PARTY and/or higher authorities, subject to a written notice given thirty (30) days in advance.

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands on \_\_\_\_\_ at \_\_\_\_\_.

For LGU-Ormoc:

**HON. RICHARD I. GOMEZ, MBA**  
City Mayor  
Local Government of Ormoc

For Clinica Gatchalian Hospital:

**DR. JAIME L. GATCHALIAN JR., FPOA**  
Clinica Gatchalian Hospital  
Medical Director

**WITNESSES**

**CIRIACO E. TOLIBAO II, MPM**  
City DRRM Officer

**MRS. JEZYL C. CENIZA, RN**  
CGH Hospital Administrator

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2020 at \_\_\_\_\_.

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



## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Memorandum of Agreement made and entered into by and between the:

**LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU-Ormoc)**, a government entity, with office address at Government Compound, Brgy. Cogon Ormoc City, Leyte represented herein by its City Mayor, **HON. RICHARD I. GOMEZ, MBA**, hereinafter referred to as the FIRST PARTY.

- and -

**ORMOC DOCTORS' HOSPITAL**, a private entity, with office address at C. Aviles Cor. San Pablo Street, Ormoc City, Leyte represented herein by its Hospital Administrator **ENGR. HILARIO JAKE S. CORTES**, hereinafter referred to as the SECOND PARTY.

### WITNESSETH:

**WHEREAS**, Local Government Units are encouraged to develop programs that will provide knowledge and capacities that will effectively anticipate, respond and recover from the impacts of likely, imminent or current hazard events or conditions.

**WHEREAS**, Section 3 (J) and (Q) of RA 10121 provides for disaster preparedness and early warning systems as a step to prevent or if not alleviate the effects of hazard events or conditions.

**WHEREAS**, Section 4 (9) of RA 10121 IRR states the LDRRMO function to "Conduct continuous disaster monitoring and mobilize instrumentalities and entities of the LGUs, CSOs, private groups and organized volunteers, to utilize their facilities and resources for the protection and preservation of life and properties during emergencies in accordance with existing policies and procedures".

**WHEREAS**, Section 4 (13) of RA 10121 IRR states the LDRRMO shall "Maintain a database of human resource, equipment, directories, and location of critical infrastructures and their capacities such as hospitals and evacuation centers".

**WHEREAS**, Section 4 (14) of RA 10121 IRR states the LDRRMO will "Develop, strengthen and operationalize mechanisms for partnership or networking with the private sector, CSOs, and volunteer groups".

**WHEREAS**, in furtherance of the above stated disaster preparedness an action should be carried out which includes activities such as contingency planning, stockpiling of equipment and supplies, the development of arrangements for coordination, evacuation and public information, and associated training and field exercises which should be supported by formal institutional, legal and budgetary capacities.



**WHEREAS**, both PARTIES recognizes the need to install an Two Way Radio as part of the Early Warning System in order to establish the set of capacities needed to generate and disseminate timely and meaningful warning information which will enable individuals, communities and organizations threatened by a hazard to prepare and to act appropriately and in sufficient time to reduce the possibility of harm or loss.

**WHEREAS**, both PARTIES have agreed to work together to achieve their mutual concern and interest on emergency/disaster preparedness and response.

**NOW, THEREFORE**, for and inconsideration of the foregoing premises, the PARTIES hereby agree on the following:

- a. The FIRST PARTY shall install ONE UNIT of FIXED BASED UNIT TWO WAY RADIO on ORMOC DOCTORS EMERGENCY ROOM with coordinates N 11°00.272 E 124°36.720 ±3M.
- b. The FIRST PARTY shall cover all the expenses for the procurement, installation, license, commissioning, and maintenance of the FIXED BASED UNIT TWO WAY RADIO.
- c. The FIRST PARTY shall retain ownership of the FIXED BASED UNIT TWO WAY RADIO.
- d. The FIRST PARTY and SECOND PARTY shall observe to maintain patient data confidentiality.
- e. That the SECOND PARTY shall protect and preserve the said instrument by stressing its importance on their designated operator and in case of damage to the said unit which is attributable to the SECOND PARTY, the SECOND PARTY shall shoulder the cost necessary for the unit's repair.
- f. If the SECOND PARTY commits a breach of the conditions provided in the sections above, the FIRST PARTY or its assigns, successor's interest may take such action, including the revocation of the agreement, in order to protect its interest.
- g. Upon the revocations of the agreement, the SECOND PARTY shall forthwith return to the FIRST PARTY within 30 days the item above stated.



- h. In case of any dispute and in order to forestall lengthy and tedious court proceedings, the same shall be resolved first through a committee or arbitration panel to be composed in accordance with the supplemental agreement of the parties which shall be a composite part of this agreement.
- i. This Memorandum of Agreement shall take effect upon signing by the two Parties and shall remain in force until revoked by the concerned PARTY and/or higher authorities, subject to a written notice given thirty (30) days in advance.

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands on \_\_\_\_\_ at \_\_\_\_\_.

For LGU-Ormoc:

**HON. RICHARD I. GOMEZ, MBA**  
City Mayor  
Local Government of Ormoc

For ORMOC DOCTORS' HOSPITAL:

**ENCR. HILARIO JAKE S. CORTES**  
Ormoc Doctors' Hospital  
Hospital Administrator  
Cebu Doctors Group of Company

**WITNESSES**

**CIRIACO E. TOLIBAO II, MPM**  
City DRRM Officer

**MRS. GRACETTE JEAN L. ACEBO**  
Ormoc Doctors' Hospital Chief Nurse

SUBSRIED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_ 2020 at \_\_\_\_\_.

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