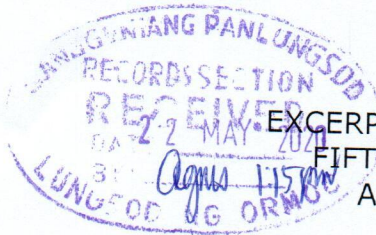
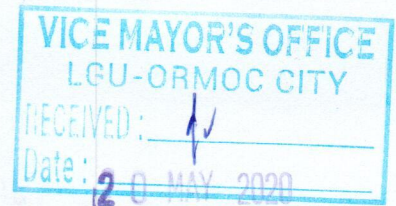


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL  
ON MAY 19, 2020

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member, Majority Floor Leader
Roiland H. Villasencio,	SP Member, 1 <sup>st</sup> Asst. 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
Jasper M. Lucero,	SP Member
Peter M. Rodriguez,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

**RESOLUTION NO. 2020-145**

**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) WITH  
BERNALES MEMORIAL CHAPELS RELATIVE TO THE  
COMPLIANCE OF DILG-DOH JOINT MEMORANDUM  
CIRCULAR NO. 01.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated May 18, 2020 from the Office of the City Mayor, endorsing a request for the issuance of a Resolution granting the City Mayor or the Acting City Mayor the authority to enter into and sign the Memorandum of Agreement (MOA) with Bernales Memorial Chapels, in relation to and in addition to 1<sup>st</sup> endorsement dated May 12, 2020. Further, requesting that this matter be treated as EXTREMELY URGENT, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, Bernales Memorial Chapels is a funeral service provider existing under the laws of the Philippines with office address at Rizal St., Ormoc City is hereinafter referred to as SERVICE PROVIDER;

WHEREAS, reports indicate that there is an increasing number of confirmed, probable and suspected COVID-19 deaths in the country today, although Ormoc City has not yet recorded any COVID-19 related deaths. Thus, there is a necessity for LGU-Ormoc to prepare for the proper management of infectious human remains in ensuring the health of the community and in containing the spread of the coronavirus;

WHEREAS, the national government has issued guidelines that LGUs shall ensure that the remains of confirmed and suspected COVID-19 cases are buried or cremated within 12 hours after death;



WHEREAS, DILG-DOH Joint Memorandum Circular No. 01 dated April 16, 2020, mandates that every city/municipality must designate funeral parlors and/or crematoriums for the remains of suspect and probable (PUI), and confirmed COVID-19 cases. It shall enter into a Memorandum of Agreement (MOA) with reputable funeral service providers and/crematoriums;

WHEREAS, the parties recognize the importance of proper handling of infectious human remains in hospitals, health care facilities, homes and quarantine centers. Therefore, SERVICE PROVIDER, as a reputable funeral service provider in the City of Ormoc for a long time, expresses its desire to support LGU-Ormoc City to provide funeral services on confirmed, probable and suspected patients/individuals who died from COVID-19;

WHEREAS, the purpose of the Memorandum of Agreement (MOA) is to provide a well-coordinated and systemic approach in disposing the remains of COVID-19 related deaths and at the same time helps in managing the bereaved families;

WHEREAS, LGU-Ormoc and SERVICE PROVIDER shall closely coordinate, collaborate, and work together in the disposition of human remains of a person who died due to dangerous communicable disease such as COVID-19. For this reason, the parties undertake to strictly observe the guidelines, procedures, requirements, and protocols set forth in DILG Memorandum Circular 2020-063 dated March 27, 2020 entitled: "Interim Guidelines on the Management of Human Remains for Patient Under Investigation (PUI) and Confirmed Coronavirus Disease 2019 (COVID-19) Cases" and DILG-DOH Joint Memorandum Circular No. 01 dated April 16, 2020 entitled: "Supplementary Guidelines on the Management of Human Remains for Patient Under Investigation (PUI) and Confirmed COVID-19 Cases" and other related/subsequent issuances which form an integral part of this Agreement;

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, upon thorough review, finds that the same is entered into for the best interests of the City and its constituents thereby maintaining a COVID free environment, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Health & Sanitation and SP Member Benjamin S. Pongos, Jr. Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Vincent L. Rama, Gregorio G. Yrastorza III, Lalaine A. Marcos, Esteban V. Laurente and Joan Marbie C. Simbajon; 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) WITH BERNALES MEMORIAL CHAPELS RELATIVE TO THE COMPLIANCE OF DILG-DOH JOINT MEMORANDUM CIRCULAR NO. 01;

ADOPTED, May 19, 2020.

RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Agreement (MOA) be submitted 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; Bernaldes Memorial Chapels; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

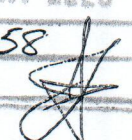
I HEREBY CERTIFY to the correctness of the foregoing resolution.

  
MARIA ANTONIETA G. CO HAT  
Secretary to the  
Sangguniang Panlungsod

ATTESTED:

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



OFFICE OF THE CITY MAYOR	
<b>RECEIVED</b>	
DATE:	18 MAY 2020
TIME:	8:58
SIGNATURE:	

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered by and between:

The **CITY GOVERNMENT OF ORMOC**, a local government unit existing under Philippine Law with office address at New Ormoc City Hall, Aunubing Street, Ormoc City, represented by the City Mayor, HON. RICHARD I. GOMEZ, hereinafter referred to as "LGU-ORMOC CITY";

The **BERNALES MEMORIAL CHAPELS** a funeral service provider existing under Philippine Law with office address at Rizal St., Ormoc City, represented herein by \_\_\_\_\_, hereinafter referred to as "SERVICE PROVIDER";

### WITNESSETH THAT:

WHEREAS, reports indicate that there is an increasing number of confirmed, probable and suspected COVID-19 deaths in the country today, although Ormoc City has not yet recorded any COVID-19 related deaths. Thus, there is a necessity for LGU-Ormoc City to prepare for the proper management of infectious human remains in ensuring the health of the community and in containing the spread of the coronavirus;

WHEREAS, the national government has issued guidelines that LGUs shall ensure that the remains of confirmed and suspected COVID-19 cases are buried or cremated within 12 hours after death;

WHEREAS, DILG-DOH Joint Memorandum Circular No. 01 dated April 16, 2020, mandates that every city/municipality must designate funeral parlors and/or crematoriums for the remains of suspect and probable (PUI), and confirmed COVID-19 cases. It shall enter into a Memorandum of Agreement (MOA) with reputable funeral service providers and/or crematoriums;

WHEREAS, the parties recognize the importance of proper handling of infectious human remains in hospitals, health care facilities, homes and quarantine centers. Therefore, SERVICE PROVIDER, as a reputable funeral service provider in the City of Ormoc for a long time, expresses its desire to support LGU-Ormoc City to provide funeral services on confirmed, probable and suspected patients/individuals who died due to COVID-19;

REVIEWED

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby agree and bind themselves to the terms and conditions stated hereunder.

Approved \_\_\_\_\_ The purpose of this Memorandum of Agreement (MOA) is to provide a well-coordinated and systemic approach in disposing the remains of COVID-19 related deaths and at the same time helps in managing the bereaved families.

2. ☒ Drafted by CLG \_\_\_\_\_ The LGU-Ormoc City and SERVICE PROVIDER shall closely coordinate, collaborate and work together in the disposition of human remains of a person who died due to dangerous communicable disease such as COVID-19. For this reason, the parties

Amendments/Revisions

BY: Atty. Maria Adella S. Castro DATE: MAY 18 2020  
City Legal Attorney



undertake to strictly observed the guidelines, procedures, requirements and protocols set forth in DILG Memorandum Circular 2020-063 dated March 27, 2020 entitled: "Interim Guidelines on the Management of Human Remains for Patient Under Investigation (PUI) and Confirmed Coronavirus Disease 2019 (COVID-19) Cases" and DILG-DOH Joint Memorandum Circular No. 01 dated April 16, 2020 entitled: "Suppletory Guidelines on the Management of Human Remains for Patient Under Investigation (PUI) and Confirmed COVID-19 Cases" and other related/subsequent issuances which form an integral part of this Agreement.

3. The parties agreed that the reasonable fixed cost of funeral service package which includes the removal of the remains from the hospitals, homes and quarantine up to the burial rites is in the amount of P \_\_\_\_\_ or P \_\_\_\_\_ in the case of cremation.

4. The parties also agreed that the cost of burial or cremation of a dead person shall be borne by the nearest kin. If the kin is not financially capable of defraying the expenses or if the deceased had no kin, the cost shall be borne by LGU-Ormoc City.

5. Duties and Responsibilities of LGU Ormoc CITY:

5.1. Provides funds for the proper management of infectious human remains and for the cost of burial or cremation of the remains of COVID-19 fatalities of indigent families, or if the nearest kin is not financially capable of defraying the expenses, or if the deceased has no kin;

5.2. Provides support and augmentation of vehicles to the funeral service provider in the transportation of the remains;

5.3. The City Health Office (CHO) of LGU-Ormoc City shall lead in the packaging of and removal of the remains from hospitals, health care facilities, home and quarantine centers;

5.4. The Local Civil Registrar of LGU-Ormoc City shall immediately cause registration/recording and/or issuance of certificate of death of any COVID-19 related deaths in coordination with the attending physician/City Health Officer;

5.5. Allow the Funeral Service Provider to remain open and the personnel/employees of said establishment are exempted from the restrictions of movements during the community quarantine (ECQ or GCQ);

5.6. Shall monitor and penalize the funeral service provider or crematorium that refuse to provide logistics and transport of suspected, probable and confirmed COVID-19 remains;

5.7. The City Disaster Reduction and Risk Management Office (CDRRMO) and City Health Office (CHO) may assist in the conduct of training to the personnel/employees of the funeral service provider in universal, standard and transmission-based precautions as well as personal hygiene;

Amendments/Revisions

BY: Atty. Maria Adella S. Cabron  
City Legal Attorney II

DATE: \_\_\_\_\_

MAY 18 2020



6. Duties and Responsibilities of SERVICE PROVIDER:

6.1. Pick up, transfer and transport the human remains of confirmed, probable or suspected COVID-19 cases from the hospitals, health care facilities, homes and quarantine centers to the cemetery or crematorium;

6.2. Prepare and wrap the remains with cloth and place it airtight, leak-proof cadaver bag, secure the same, and disinfect the bag prior to placing inside the casket and sealing the same pursuant to DOH DM No. 2020-0067. In cases where the indigent beneficiary availed of the casket from LGU Ormoc, LGU Ormoc shall be liable for the amount of P1,500.00 only, for preparation and wrapping of remains in accordance hereto;

6.3. Shall bury or cremate the remains within 12 hours after the time of death;

6.4. Shall see to it that the interment rites shall be attended by a maximum of 15 persons only who are immediate members of the family and others allowed under Executive Order 42 series of 2020 issued by LGU-Ormoc City which shall form an integral part of this Agreement;

6.5. Provides transportation and/or housing accommodations for funeral service personnel/employees;

6.6. Shall ensure that all funeral service personnel/employees handling the dead body shall be required to wear the appropriate personnel protective equipment (PPE) while performing their tasks;

6.7. Shall ensure that all the PPEs used by funeral service personnel/employees shall be properly disposed of, preferably burned for disposable and properly disinfected for non-disposable, after its use;

6.8. Ensure that all personnel/employees have vaccination on Pneumococcal, Influenza, Hepatitis-B and Tetanus Toxoid or any other proper type of vaccination;

6.9. Shall strictly observe the standard guidelines, procedures, requirements and protocols in the management and for the burial or cremation of human remains of dangerous infectious disease or COVID-19 related cases as provided under DILG-DOH JMC No. 01 dated April 16, 2020, DILG MC 2020-063 dated March 27, 2020, E.O. 42 series of 2020 issued by LGU-Ormoc City, DOH Protocols and other related/subsequent issuances in the management of the human remains of confirmed, probable and suspected COVID-19 related deaths which shall form an integral part of this Agreement.

ORMOC CITY LEGAL OFFICE

Approved

This MOA is not assignable to any other party without written permission from LGU-Ormoc City. Any attempt to assign any rights, duties and obligations that arise under this MOA without such prior permission shall be void.

Separate Opinion

Drafted by CLO

There shall be no employer-employee or principal-agent relations between the parties. Each party shall be responsible for claims of its employees for death or injury sustained in the course of performing their functions.

Not contrary to law, public policy, moral.

Amendments/Revisions

BY: 

Atty. Maria Adella S. Caba

DATE: MAY 18 2020



9. The parties shall negotiate in good faith to resolve any dispute arising between the parties in respect of the interpretation of this MOA and the performance of obligations hereunder. 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.

10. Retroactivity and Termination - This Agreement shall retroactively apply from March 15, 2020 and shall remain effective unless revoked by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this \_\_\_\_\_ day of May 2020 in Ormoc City, Leyte.

LGU-ORMOC CITY

BERNALES MEMORIAL CHAPELS

Represented by:

Represented by:

RICHARD I. GOMEZ  
City Mayor

\_\_\_\_\_

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
(witness)

\_\_\_\_\_  
(witness)

REVIEWED

ORMOC CITY LEGAL OFFICE

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Separate Opinion

☒   
Drafted by CLO

\_\_\_\_\_  
Not contrary to laws, public  
policy, moral.

\_\_\_\_\_  
Ammendments/Revisions

By: Atty. Maria Adella S. Cabate DATE: May 1, 2020  
(City Legal Attorney II)

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
ORMOC CITY..... ) S.S.

BEFORE ME, a Notary Public, for and in the City of Ormoc this \_\_\_\_ day of May 2020 personally appeared before me the parties and exhibited their competent evidence of identity as indicated below:

Names	Competent Evidence of Identity	Date and Place of Issue
RICHARD I. GOMEZ		

known to me to be the same persons who executed the foregoing instrument and they both acknowledge to me that the same is their free and voluntary act and deed that of the government/private agency and institution they represent herein.

This instrument consisting of five (5) pages, including this page on which this acknowledgment is written and signed by the parties and their instrumental witnesses on the left hand margin of each page thereof and on page four (4) of same instrument, refers to a Memorandum of Agreement executed for the purpose(s) therein set forth.

WITNESS MY SIGNATURE AND SEAL on the date and place first above written.

Doc No. : \_\_\_\_\_  
Page No. : \_\_\_\_\_  
Book No. : \_\_\_\_\_  
Series No. : 2020