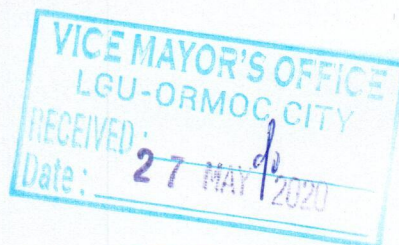


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL
ON MAY 26, 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 st Asst. Majority Floor Leader
Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang,	SP Member, 2 nd 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. 2020-148

**AN OMNIBUS RESOLUTION AUTHORIZING CITY MAYOR
RICHARD I. GOMEZ OR THE ACTING CITY MAYOR OR
HIS DULY AUTHORIZED REPRESENTATIVE TO SIGN
THE TERMS AND CONDITIONS (TAC) INCLUDING
SUBSEQUENT MEMORANDUM OF AGREEMENTS
(MOAs) FOR THE USE OF PUBLIC SCHOOLS AS
QUARANTINE OR ISOLATION AREAS IN
ACCORDANCE WITH DEPED OFFICE MEMORANDUM
OM-OSEC-2020-002.**

WHEREAS, this august Body was in receipt of an Indorsement from the Office of the City Mayor dated May 15, 2020 requesting therein for the issuance of an Omnibus Resolution authorizing City Mayor Richard I. Gomez or his representative to sign the Terms and Conditions (TAC) including subsequent Memorandum of Agreements (MOAs) for the use of DepEd Schools as Quarantine or Isolation Areas in accordance with DepEd Office Memorandum (OM-OSEC-2020-002) issued on March 26, 2020. Photocopy of the said TAC is hereto attached and made integral parts hereof;

WHEREAS, President Rodrigo Roa Duterte issued Proclamation No. 922 dated March 8, 2020, Declaring a State of Public Health Emergency Throughout the Philippines and Proclamation No. 929 dated March 16, 2020 placing the whole country under a state of calamity;

WHEREAS, Proclamation No. 922 s. 2020 states that "all government agencies and LGUs are hereby enjoined to render full assistance and cooperation and mobilize the necessary resources to undertake critical, urgent, and appropriate response and measures in a timely manner to curtail and eliminate the COVID-19 threat";

WHEREAS, Section 16 of the Local Government Code provides that every local government unit shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare. Within their respective territorial jurisdictions, local government units shall promote health and safety, enhance the right of the people to a balanced ecology, and preserve the comfort and convenience of their inhabitant;

WHEREAS, the Department of Education (DepEd) cognizant of growing number of requests by various Local Government Units (LGU) for the use of public schools as places for quarantine or isolation issued DepEd Office Memorandum (OM-OSEC-2020-002) and provides that while DepEd is committed to render full assistance and cooperation and to mobilize the necessary resources to undertake critical, urgent, and appropriate response and measures in a timely manner to curtail and eliminate the COVID – 19 threat, any decision concerning public schools should be made in consultation with DepEd, and in cooperation with DepEd officials on the ground and in compliance with the Department of Health (DoH) guidelines with due consideration to specific conditions;

WHEREAS, the said DepEd Office Memorandum delegates to the Regional Directors the responsibility to approve or deny requests by LGUs to use public schools for quarantine and isolation purposes within their respective jurisdiction following the request from the Schools Division Superintendent in consultation with the school heads and with the Department of Health;

WHEREAS, DepEd Office Memorandum (OM-OSEC-2020-002) also prescribes that the requesting LGU shall sign the Terms and Conditions (TAC) prepared by the Regional Director and should there be other terms to be agreed upon between the Schools Division Office (SDO) and the LGU, the SDO shall draft a Memorandum of Agreement (MOA) between the SDO and LGU, detailing the roles and responsibilities of the parties, among others. The TAC shall be attached to the MOA as an Annex and shall form an integral part of the MOA but in case of conflict between the MOA and the TAC, the TAC shall prevail;

WHEREAS, DILG Circular No. 2020-087 dated May 21, 2020 directs LGUs to allow the entry of their residents to include OFWs and provides:

"IV. GENERAL GUIDELINES

X X X X

- d. All receiving LGU's shall not deny the entry of Locally Stranded Individuals (LSIs) with complete requirements, provided that prior coordination was made through the NTF and/or the Regional Task Forces (RTFs), and other concerned agencies as deemed necessary. The receiving LGUs, however, may subject the LSIs to its local health protocols and procedures, such as 14-day quarantine and rapid anti-body testing for COVID 19 disease, that are consistent with the IATF. x x x"*

WHEREAS, in anticipation of potential surge of COVID 19 patients, Persons Under Investigation (PUIs), and Persons Under Monitoring (PUMs), the City Government of Ormoc has to prepare temporary isolation and quarantine facilities to closely monitor the condition of returning Ormocanons and reduce the exposure of the general population from individuals showing symptoms related to COVID 19;

WHEREAS, the City Legal Office issued an opinion dated May 13, 2020 stating that the terms and conditions provided in the said template are not contrary to law, morals, good customs, public policy and public order and is not detrimental to the best interest of the City and recommended the same to this Sanggunian for the issuance of an omnibus authority of the City Mayor to sign the same;

WHEREAS, upon close and thorough review, this Sanggunian finds that the TAC are not contrary to law, public policy, public morals and existing contracts, and the aim is advantageous to the City of Ormoc and will redound to the benefit of the people of Ormoc City whose health and safety is paramount and therefore most deserving of this august Body's full support and affirmative action;

WHEREFORE, on joint motion of SP Member Nolito M. Quilang, Chairman of the Committee on Education and SP Member Benjamin S. Pongos, Jr., Chairman of the Committee on Laws and Ordinances, severally seconded by SP Members Roiland H. Villasencio, Tomas R. Serafica, Eusebio Gerardo S. Penserga, Peter M. Rodriguez, Esteban V. Laurente, Vincent L. Rama and Joan Marbie C. Simbajon; be it:

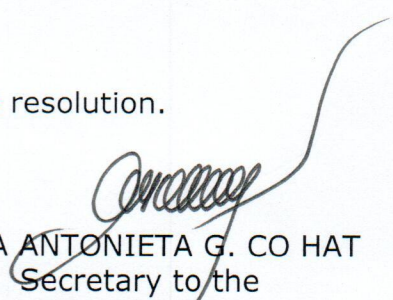
RESOLVED, AS IT IS HEREBY RESOLVED, to pass AN OMNIBUS RESOLUTION AUTHORIZING CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR OR HIS DULY AUTHORIZED REPRESENTATIVE TO SIGN THE TERMS AND CONDITIONS (TAC) INCLUDING SUBSEQUENT MEMORANDUM OF AGREEMENTS (MOAs) FOR THE USE OF PUBLIC SCHOOLS AS QUARANTINE OR ISOLATION AREAS IN ACCORDANCE WITH DEPED OFFICE MEMORANDUM OM-OSEC-2020-002;

ADOPTED, May 26, 2020.

RESOLVED, FURTHER, 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 M. Romero; the City Health Department; DepEd Ormoc City Division Office; the City Local Government Operations Officer-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
Secretary to the
Sangguniang Panlungsod

ATTESTED:


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



Res. # 2020-148

"Annex A"

Republic of the Philippines
Department of Education

26 MAR 2020

OFFICE MEMORANDUM
OM-OSEC-2020-003

**TEMPLATE TERMS AND CONDITIONS FOR THE USE OF DEPED SCHOOLS
AS QUARANTINE OR ISOLATIONS AREAS**

To: Regional Directors
Schools Division Superintendents
Public Elementary and Secondary School Heads
All Others Concerned

1. The Department of Education (DepEd), through Office Memorandum OM-OSEC-2020-002, issued its **Guidance to Regional Directors for Action on Requests by Local Government Units (LGUs) to Use DepEd Schools as Quarantine or Isolation Areas For COVID-19.**

2. Paragraph 9 (e) of the said memorandum requires signing of the minimum Terms and Conditions (TAC) for the Use of DepEd Schools as Quarantine or Isolation Areas before actual use of the facility for the intended purpose. Furthermore, paragraph 10 states that:

10. The LGU shall sign the TAC provided by the Regional Director. Should there be other terms to be agreed upon between the Schools Division Office (SDO) and the LGU, the SDO shall draft a Memorandum of Agreement (MOA) between the SDO and LGU, detailing the roles and responsibilities of the parties, among others. The TAC shall be attached to the MOA as an Annex and shall form an integral part of the MOA. In case of conflict between the MOA and the TAC, the TAC shall prevail.

3. In view of the foregoing, the following enclosed templates shall be accomplished:

Enclosure No. 1 - Letter of the School Head to the LGU communicating the Approval by the Regional Director of the request for the use of school as temporary quarantine or isolation facility

Enclosure No. 2 - Terms and Conditions for the Use of DepEd School by the Local Government Unit as a Temporary Quarantine or Isolation Facility of Last Resort with School Inventory

4. For strict compliance.


LEONOR MAGTOLIS BRIONES
Secretary

Date

NAME
Designation
Office
Address

Re: Approval by the Regional Office of _____

Dear _____,

This has reference to your request for the use of the school, (NAME OF SCHOOL), as temporary quarantine or isolation facility, in relation to the COVID-19 public health situation.

The Department of Education Regional Office of _____ has approved the request, subject to the attached minimum "Terms and Conditions for the Use of DepEd School by the Local Government Unit as A Quarantine or Isolation Facility of Last Resort" with annexed School Inventory indicating the facilities of the school relative to the request.

Kindly sign the Terms and Conditions and the School Inventory to signify your conformity.

Sincerely,

(School Head)

**TERMS AND CONDITIONS
FOR THE USE OF DEPED SCHOOL BY THE LOCAL GOVERNMENT UNIT
AS A TEMPORARY QUARANTINE OR ISOLATION FACILITY
OF LAST RESORT**

The Local Government Unit of the City/Municipality of _____ with office address at _____, and represented by _____, Mayor, hereinafter referred to as the "LGU", has requested from the DepEd-Regional Office of _____, as represented by _____, Regional Director, hereinafter referred to as the "RO", the use of _____ (Name of School), with address at _____ and School Head, (Name of School Head), as a temporary quarantine or isolation facility relative to the COVID-19 public health situation.

The request is made under the following premises:

The President issued Proclamation No. 922 dated March 8, 2020, "Declaring a State of Public Health Emergency Throughout the Philippines", in view of the COVID-19 public health situation;

Section 2 of Proclamation No. 922, s. 2020, states that "(a)ll government agencies and LGUs are hereby enjoined to render full assistance and cooperation and mobilize the necessary resources to undertake critical, urgent, and appropriate response and measures in a timely manner to curtail and eliminate the Covid-19 threat";

The LGU needs a temporary quarantine or isolation facility relative to its response to the COVID-19 public health situation and it has no other available place or structure for use, thus it submitted a request to the RO for the use of the (Name of School), hereinafter referred to as the "School", as a quarantine or isolation facility of the LGU, subject to OFFICE MEMORANDUM OM-OSEC-2020-002;

The RO, acting on the recommendation of the Schools Division Office, approved the request, in adherence to applicable guidelines of the Department of Health (DOH) and the World Health Organization (WHO), and other pertinent laws and rules, and upon a clear showing by the LGU of the need to use the School as a temporary quarantine or isolation facility due to absence of other available facility as certified by the provincial/city/municipal health officer, as well as a presentation by the LGU of its planned management of the facility under the supervision of the city/municipal health officer, subject to DOH and other relevant guidelines;

The approval of the RO was conditioned upon the undertaking of the LGU for the safekeeping of all property and valuables in the school premises during the

operation of the facility, payment of all expenses including utilities in relation to its use of the School as a temporary quarantine or isolation facility, the conduct of the general cleaning and fumigation, and repair and/or replacement of damaged or lost school facilities as a result of, and incidental to, the use of the school by the LGU.

Foregoing premises considered, the LGU commits and binds itself to the following terms and conditions set by the DepEd in its use of the School as a temporary quarantine or isolation facility of last resort:

I. SCOPE

This Terms and Conditions (TAC) pertains to the use of (NAME OF THE SCHOOL) as a temporary quarantine or isolation facility of the LGU in relation to the COVID-19 outbreak during the period of Public Health Emergency under Proclamation No. 922, s. 2020. The School may only be used by the LGU for this purpose if classes are not being conducted therein.

Quarantine of persons is defined as the separation of persons who are not ill, but who may be exposed to an infectious agent or disease, with the objective of monitoring symptoms and early detection of COVID-19 cases.

Isolation refers to the separation of ill or infected persons from others, so as to prevent the spread of infection or contamination.

II. ROLES AND RESPONSIBILITIES

A. The LGU shall:

1. Prepare the areas approved by the RO to be used as temporary quarantine or isolation facility in the School, and shall not require students/pupils and DepEd personnel to be engaged in the preparation of the School for this purpose. The LGU shall vacate the designated areas and remove education equipment and resources therefrom, under the supervision and guidance of the School.
2. Use only the specified School area and facilities approved by the RO to be used as quarantine or isolation facility.
3. Take charge of the management and maintenance of the School used as a quarantine or isolation facility, under the supervision of the city/municipal health officer, and in accordance with the applicable guidelines of the DOH and the WHO, cited in OFFICE MEMORANDUM OM-OSEC-2020-002, and other applicable laws, rules and guidelines.

4. Cordon off the identified quarantine or isolation facility from the rest of the School premises or facilities.
5. Provide measures to ensure the safety and security of the School.
6. Provide all resources and equipment required for the use of the School as a quarantine or isolation facility.
7. Ensure that water supply will be sufficient and there will be no cooking in the School during its use as a quarantine or isolation facility.
8. Ensure compliance with the sanitation and health standards applicable to the School before, during and after its use by the LGU as a quarantine or isolation facility, including disinfecting the premises used and ensuring the use of personal protective equipment (PPE).
9. Facilitate and provide for the general cleaning, maintenance and upkeep of School premises, structures, facilities, equipment, and resources, and repair and replace them if damaged, destroyed or lost as a result of their use by the LGU as a quarantine or isolation facility. Such repair and replacement shall be completed prior to the return of the use of the School to the School Head.
10. Clean up and fumigate the School within a maximum period of one week after its use by the LGU as a quarantine or isolation facility during the public health emergency. The proper health authorities shall certify whether the School is fit for education use subsequent to the fumigation, in accordance with pertinent guidelines of the DOH and other applicable rules and issuances.
11. Pay for utilities during its use of the School as a quarantine or isolation facility, and until it has returned the use of the School to its School Head for education use and the School Head has accepted the same.
12. Ensure that the School and facilities be restored to their original or better state, compared to their condition upon commencement of their use as quarantine or isolation facility by the LGU.
13. Prior to return by the LGU of the use of the School to the School Head, secure clearance from the School with respect to the LGU's compliance with the TAC.

B. The School shall:

1. Identify the School spaces/ structures/ comfort rooms and handwashing facilities approved by the RO to be used as temporary quarantine or isolation facility. School areas beyond those approved by the RO shall be off limits to the LGU and users of the quarantine or isolation facility.
2. In preparation for the use of the School as temporary quarantine or isolation facility, ensure proper storage and safekeeping of all learning and education equipment, resources, materials and school records. The School shall provide supervision and guidance to the LGU in the vacating of designated School spaces/structures and removal of education equipment and resources therefrom by the LGU, provided that all DepEd personnel involved in the preparation of the school premises shall strictly observe all existing health precautions and social distancing protocols of DOH and WHO.
3. Prepare and implement work protocols that would not require DepEd personnel to report to the School for the performance of regular functions during the period the School is used as quarantine or isolation facility.
4. Inform the LGU of any damage, destruction, or loss of School facilities and resources due to, or incidental to, the use of the School, if any, to serve as basis for repair, maintenance, and/ or replacement by the LGU after use of the School as quarantine or isolation facility.
5. Have the authority to monitor and access the School, subject to strict observance of safety and health requirements applicable to the quarantine or isolation facility.

C. The LGU and the School

1. The School shall make a School Inventory and record the condition of school premises, structures, facilities, equipment and resources immediately prior to use, and after the use and fumigation of the School as a quarantine or isolation facility by the LGU. The Inventory prior to use shall be signed by both the School Head and Mayor and shall form an integral part of this TAC (See Annex A).
2. Any and all expenses relative to the preparation and operation of the School as a temporary quarantine or isolation facility as well as the clearing, fumigation and restoration of the School to its educational use shall be shouldered by the LGU.

3. The School and LGU shall each designate focal person/s who shall be responsible for coordination between the Parties to ensure compliance with this TAC.

III. GENERAL PROVISIONS

1. The LGU shall use the School as a temporary quarantine or isolation facility only upon its showing to the RO that there is no other available space or structure which can be used for that purpose. The use of the School as a temporary quarantine or isolation facility of last resort is a continuing requirement. Should a place or structure which can be used for this purpose become available, the LGU shall terminate its use of the School as a quarantine or isolation facility.
2. This TAC shall take effect upon its execution, and shall be in full force and effect for a period of (Indicate number of days approved by the RO) days during the period of Public Health Emergency under Proclamation No. 922, s. 2020, unless mutually extended by the LGU and the RO in writing, or sooner terminated by either the LGU or the RO upon fifteen-day written notice for valid reasons.

Notwithstanding the lifting of the said Public Health Emergency, the responsibilities and obligations of the LGU under this TAC shall subsist until fully complied with.

3. When warranted by compelling circumstances, the RO may amend, modify or supplement this TAC for valid reasons, upon prior written notice to the LGU.
4. The LGU represents and warrants that it has the requisite power and authority to make, deliver, and comply with the provisions of this TAC, and has taken all the necessary action to duly and validly authorize the execution, delivery and performance of this TAC.
5. Should there be any conflict between the provisions of this TAC and other Agreements between the LGU and the DepEd through the Regional Office, Schools Division Office or the School, this TAC shall prevail.

LOCAL GOVERNMENT UNIT OF THE
CITY/MUNICIPALITY OF:

By:

Signature over Printed Name
City/Municipal Mayor

Date:

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) s.s.

Before me, a notary public for and in the City of _____, this _____
personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
School Head		
Mayor		

known to me to be the same persons who executed the foregoing document on the
Terms and Conditions for the Use of DepEd School by the Local Government Unit as
A Quarantine or Isolation Facility with School Inventory consisting of _____ (____)
pages, including Annex A-School Inventory and the page on which this
Acknowledgment is written, and they acknowledged to me that the same are their free
and voluntary act and deed.

WITNESS MY HAND AND SEAL, on the date and in the place first above
written.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2020 _____

INVENTORY OF FACILITIES OF
(NAME OF SCHOOL)
FOR USE AS TEMPORARY QUARANTINE OR ISOLATION FACILITY

Designated Facilities for Use as Temporary Quarantine or Isolation Facility:

- 1. E.g. Gymnasium
- 2. Room _____
- 3. Room _____
- 4. _____

Facility (Gymnasium, Room, etc.)	Item (Furniture and Fixture, Equipment, etc)	Quantity	Condition

Other Remarks on Premises/Structures/Facilities

Prepared by:

Signature over Printed Name
School Head

Date _____

Conforme:

Signature over Printed Name
Mayor

Date _____