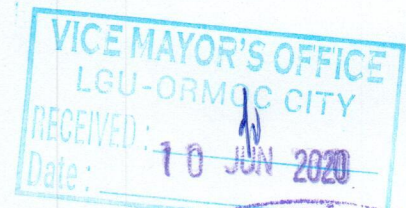
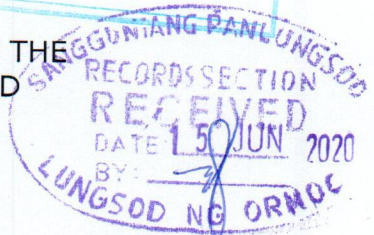


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL
ON JUNE 09, 2020



PRESENT:

Leo Carmelo L. Locsin, Jr.
Benjamin S. Pongos, 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, Majority Floor Leader
SP Member, 1st Asst. Majority Floor Leader
SP Member, Presiding Officer "Pro-Tempore"
SP Member, 2nd Asst. Majority Floor Leader
SP Member
SP Member
SP Member
SP Member
SP Member
SP Member

Joan Marbie C. Simbajon,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

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

RESOLUTION NO. 2020-168

A RESOLUTION GRANTING THE CITY MAYOR, OR HIS REPRESENTATIVE, THE AUTHORITY TO SIGN A MEMORANDUM OF AGREEMENT (MOA) TO BE ENTERED INTO BY AND BETWEEN LGU-ORMOC CITY AND ORMOC DOCTORS' HOSPITAL IN LINE WITH THE HEALTHCARE WASTE MANAGEMENT IN THE ORMOC CITY LIGTAS COVID CENTER IN BARANGAY DOLORES.

WHEREAS, the Local Government Code (RA 7160) Section 16 mandates every Local Government Unit to exercise its inherent powers for its efficient and effective governance, and those which are essential to the promotion of the general welfare, as well as to ensure and promote health and safety;

WHEREAS, Section 455 (b) 1 (vi) of the same Act mandates that the City Mayor can "represent the city in all its business transactions and sign in its behalf all bonds, contracts, and obligations, and such other documents upon authority of the Sangguniang Panlungsod (SP) or pursuant to law or ordinance";

WHEREAS, a letter from Ormoc City's Environment and Natural Resources Office (ENRO) dated May 18, 2020 addressed to City Mayor Richard I. Gomez thru SP Member Lalaine Marcos, as Chairman of the Committee on Environment, Natural Resources, and Energy Conservation, was received on the same day by the City Mayor's Office (CMO) and subsequently, endorsed to the Sangguniang Panlungsod;

WHEREAS, said ENRO letter requests for a meeting to deliberate the approval and the granting of authority to the City Mayor Richard I. Gomez to enter into a Memorandum of Agreement (MoA) with Ormoc Doctors' Hospital, through an SP Resolution, that the latter agrees to carry out the Healthcare Waste Management in the Ormoc City LIGTAS COVID Center in Barangay Dolores, specifically, the treatment of infectious wastes generated from the facility prior to disposal;

WHEREAS, the Offices of the City Legal Officer, City Health Officer and ENRO who have reviewed the said Memorandum of Agreement found nothing legally objectionable, adding it is not contrary to law, morals, public order or public policy, much less detrimental to the best interest of LGU-Ormoc City;

WHEREFORE, on joint motion of SP Member Lalaine Marcos, Chairman, Committee on Environment, Natural Resources & Energy Conservation and SP Member Benjamin S. Pongos Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Roiland H. Villasencio, Tomas R. Serafica, Eusebio Gerardo S. Penserga, Peter M. Rodriguez, Vincent L. Rama, Gregorio G. Yrastorza III, Esteban V. Laurente and Joan Marbie C. Simbajon; be it

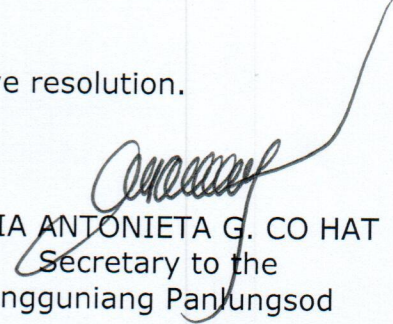
RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING THE CITY MAYOR, OR HIS REPRESENTATIVE, THE AUTHORITY TO SIGN A MEMORANDUM OF AGREEMENT (MOA) TO BE ENTERED INTO BY AND BETWEEN LGU-ORMOC CITY AND ORMOC DOCTOR'S HOSPITAL IN LINE WITH THE HEALTHCARE WASTE MANAGEMENT IN THE ORMOC CITY LIGTAS COVID CENTER IN BARANGAY DOLORES;

ADOPTED, June 09, 2020.

RESOLVED, FURTHER, that copies of this resolution be furnished, each, to the City Mayor, Richard I. Gomez, the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine A. Mejia-Pomero; the City Health Office; the Environment and Natural Resources Office (ENRO); Ormoc Doctors' Hospital; the City Local Government Operations Officer-DILG; and all other offices concerned for 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

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is entered into by and between:

The **LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC)** with address at Aunubing St., Cogon, Ormoc City, herein represented by **MAYOR RICHARD I. GOMEZ**, hereinafter referred to as "**LGU ORMOC**";

-and-

The **ORMOC DOCTOR'S HOSPITAL** represented by **GARDENIA Z. LARRAZABAL, M.D.**, with address at Aviles corner San Pablo Sts., Ormoc City, herein after referred to as the "**HOSPITAL**";

WITNESSETH, that:

WHEREAS, Article XIII, Section II of the 1987 Constitution provides that "The state shall adopt an integrated and comprehensive approach to health development which shall endeavor to make essential Goods, Health, and other Social Services available to all people at affordable cost.";

WHEREAS, the LGU Ormoc is a political subdivision mandated to assist the government in improving the health, safety, and the welfare of the people of Ormoc;

WHEREAS, LGUs are mandated to ensure and support promotion of health and safety, and enhance the right of the people to a balanced ecology, among others;

WHEREAS, the improper treatment and disposal of healthcare waste may pose health risks indirectly through the release of pathogens and toxic pollutants into the environment;

WHEREAS, Hospital is equipped for the proper treatment of healthcare waste which may be generated from the various city isolation facilities and desirous to extend its facility to the LGU;

NOW THEREFORE, the parties above do hereby mutually agree on the following:

I. ROLES AND RESPONSIBILITIES

LGU ORMOC. For purposes of this Agreement, LGU Ormoc shall:

- a. Formulate health care waste management guidelines/plan for temporary treatment and monitoring facility or in all the isolation and/or quarantine facility/center for COVID-19 designated by LGU Ormoc..
- b. Appoint/designate health care personnel in-charge of managing health care waste and other type of wastes generated from temporary treatment and monitoring facility or in all the isolation and/or quarantine facility/center designated by LGU Ormoc.
- c. Hire/assign housekeeping personnel who will undergo training on the risk and safety procedures for proper handling of health care waste and follow the proper infectious waste segregation protocols for COVID-19.
- d. Ensure personnel segregating, handling, collecting and transporting health care waste, including housekeeping staff and garbage collectors are properly equipped with appropriate personal protective equipment (PPE);

- e. Dedicate a temporary storage area for infectious/health care waste prior to collection and transport to Ormoc Doctor's Hospital Treatment Facility following protocols for central storage area of infectious/health care waste. (DOH DM No. 2020-0170 April 2, 2020)
- f. Dedicate a garbage truck that shall transport collected infectious/health care waste directly to Ormoc Doctor's Hospital as the designated Off-Site Treatment Facility. The said vehicle shall not make any stop over or other errands. Collectors shall unload the infectious/health care waste for treatment.
- g. Transport and dispose all treated infectious health care waste to a separate cell at the Ormoc City Sanitary Landfill in Brgy. Green Valley. Daily soil covering oftreated infectious/health care waste shall be undertaken.
- h. Infectious waste collection vehicle must be decontaminated properly after each unload; decontamination shall bedone at the Bureau of Fire Protection (BFP) decontamination facility.
- i. Coordinate activities among the parties to ensure sufficient supply of items and other logistical needs to ensure continuous and efficient operation of health care waste management;

ORMOC DOCTOR'S HOSPITAL

- a. Infection control unit of shall train/orient assigned housekeeping personnel in the proper segregation, handling and storage of infectious waste.
- b. Operate and manage the Ormoc Doctor's Hospital Treatment Facility for treatment of infectious/health care wastes from the temporary treatment and monitoring facility or in all the isolation and/or quarantine facility/centerfor COVID-19designated by LGU Ormoc.
- c. Treat infectious health care wastes using the Hospital's Health Care Waste Treatment Technology available. Shall treat a maximum of eight (8) sacks of infectious wastes generated from the temporary treatment and monitoring facility or in all the isolation and/or quarantine facility/centerfor COVID-19 designated by LGU Ormoc.
- d. Provide appropriate personal protective equipment for personnel processing the infectious/health care waste.
- e. Shall accept treatment of infectious health care waste from the temporary treatment and monitoring facility or in all the the isolation and/or quarantine facility/centerfor COVID-19 designated by LGU Ormoc until facility cease its operation.
- f. Provide technical feedback/suggestion in order to improve infectious/health care waste management in the temporary treatment and monitoring facility or in all the isolation and/or quarantine facility/centerfor COVID-19 of Ormoc City.

II. EFFECTIVITY

This Agreement shall be effective for the duration for which the publish health emergency related to COVID 19 subsists, and implementation of interventions relative hereto subsist, or is otherwise mutually terminated by the parties.

RICHARD I. GOMEZ, D.P.A.
City Mayor, Ormoc City

GARDENIA Z. LARRAZABAL, M.D.
Medical Director, Ormoc Doctor's Hospital

SIGNED IN THE PRESENCE OF:

EDMUND B. KIERULF, MD, MPH
City Health Officer II

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Ormoc, Leyte, Philippines, on this ____ day of June 2020 personally appeared;

RICHARD I. GOMEZ, D.P.A.
GARDENIA Z. LARRAZABAL, M.D.

ID Type; No. Validity

All known to me to be the same persons who executed the foregoing agreement and who acknowledged to me that the same is their free and voluntary act and deed, and that of the entities they represent.

WITNESS MY HAND AND SEAL on the date and place first mentioned.

NOTARY PUBLIC

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