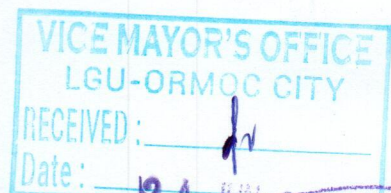
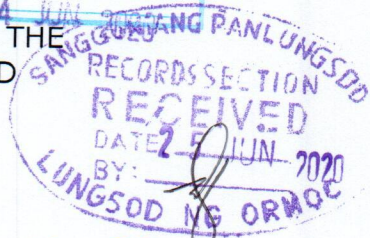


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL
ON JUNE 23, 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
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. 2020-183

**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 ORMOC SUGAR
PLANTERS ASSOCIATION (OSPA)-FARMERS' MEDICAL
CENTER AND ENERGY DEVELOPMENT CORPORATION
(EDC) RELATIVE TO THE ESTABLISHMENT OF
REVERSE TRANSCRIPTION POLYMERASE CHAIN
REACTION (RT-PCR) TESTING CENTER IN ORMOC
CITY.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated June 19, 2020 from the Office of the City Mayor, endorsing a request for the issuance of a Resolution granting the City Mayor or Acting City Mayor the authority to sign the Memorandum of Agreement (MOA) with OSPA-Farmers' Medical Center and Energy Development Corporation relative to the establishment of RT-PCR Testing Center in Ormoc City. 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, OSPA-Farmers' Medical Center, a corporation duly organized and existing under the laws of the Philippines with principal office at La Carlota Hills, Can-adieng, Ormoc City is hereinafter referred to as OSPA-FMC;

WHEREAS, Energy Development Corporation, a private corporation duly organized and existing under the laws of the Philippines with principal office address at Ortigas Center, Pasig City is hereinafter referred to as EDC;

WHEREAS, Section 17 of the Local Government Code of 1991 mandates the continuous exercise by local government units of their power in order to discharge duties and functions which are necessary, appropriate, or incidental to efficient and effective provisions of basic services and facilities such as the implementation of programs and projects for the institution of communicable and non-communicable diseases control facility;

WHEREAS, the World Health Organization has recommended the use of Real Time Reverse Transcription-Polymerase Chain Reaction (RT-PCR) as the standard testing method to detect SARS-CoV-2, the causative agent of COVID-19;

WHEREAS, the test, trace and treat initiative is found to be a fundamental pillar in the containment and mitigation of contagious diseases;

WHEREAS, the scarcity of testing facilities has left thousands of COVID-19 testing backlogs in existing centers nationwide;

WHEREAS, the City of Ormoc with the cooperation of private entities aims to develop an economical testing facility to help the government flatten the curve, lessen backlogs and immediately impose measure necessary to address the current situation of the community;

WHEREAS, EDC, in line with its mission-vision to promote community welfare, seeks to aid the LGU-ORMOC in its fight against COVID-19 through the procurement of an RT-PCR machine for the establishment of a COVID-19 testing laboratory;

WHEREAS, OSPA-FMC is a hospital fully capable of maintaining a COVID-19 testing laboratory with the competent personnel who can manage and operate the laboratory;

WHEREAS, the subject MOA clearly and plainly encapsulate 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 Benjamin S. Pongos, Jr. Chairman, Committee on Laws and Ordinances and SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Health & Sanitation, severally seconded by SP Members Tomas R. Serafica, Roiland H. Villasencio, Jasper M. Lucero, Peter M. Prodriguez, 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 ORMOC SUGAR PLANTERS ASSOCIATION (OSPA)-FARMERS' MEDICAL CENTER AND ENERGY DEVELOPMENT CORPORATION (EDC) RELATIVE TO THE ESTABLISHMENT OF REVERSE TRANSCRIPTION POLYMERASE CHAIN REACTION (RT-PCR) TESTING CENTER IN ORMOC CITY;

ADOPTED, June 23, 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; the President, Ormoc Medical Society; the OSPA-Farmers' Medical Center; the Energy Development Corporation; 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

This Memorandum of Agreement is made and executed by:

ORMOC SUGARCANE PLANTERS ASSOCIATION, INCORPORATED, a corporation duly organized and existing under the laws of the Philippines, with principal office at E. Fiel St., Brgy. Can-Adieng, Ormoc City, represented by **ATTY. INAKI P. LARRAZABAL**, in his capacity as the President of OSPA-FMC, hereinafter referred to as "OSPA"

- And -

ENERGY DEVELOPMENT CORPORATION, a private corporation duly organized and existing under the laws of the Philippines, with principal office address at 38th Floor One Corporate Center, Meralco Avenue corner Julia Vargas Avenue, Ortigas Center, Pasig City, duly represented by its _____, hereinafter referred to as "EDC"

- And -

THE CITY GOVERNMENT OF ORMOC, an entity created under Republic Act No. 179, existing under the laws of the Republic of the Philippines, with address at New Ormoc City Hall, Aunubing St., Barangay Cogon, Ormoc City, Leyte, Philippines, represented in this act by **RICHARD I. GOMEZ**, in his capacity as the City Mayor of Ormoc City, hereinafter referred to as the "LGU-ORMOC"

WITNESSETH, THAT:

WHEREAS, Section 17 of the Local Government Code of 1991 mandates the continuous exercise by local government units of their power in order to discharge duties and functions which are necessary, appropriate, or incidental to efficient and effective provisions of basic services and facilities such as the implementation of programs and projects for the institution of communicable and non-communicable diseases control facility;

WHEREAS, the World Health Organization has recommended the use of Real Time Reverse Transcriptase- Polymerase Chain Reaction (RT-PCR) as the standard testing method to detect SARS-CoV-2, the causative agent of COVID-19;

WHEREAS, the test, trace and treat initiative is found to be a fundamental pillar in the containment and mitigation of contagious diseases;

WHEREAS, the scarcity of testing facilities has left thousands of COVID-19 testing backlogs in existing testing centers nationwide;

WHEREAS, the City of Ormoc with the cooperation of private entities aims to develop an economical testing facility to help the government flatten the curve, lessen backlogs and immediately impose measures necessary to address the current situation of the community;

WHEREAS, EDC, in line with its mission-vision to promote community welfare, seeks to aid the LGU-ORMOC in its fight against COVID-19 through the procurement of an RT-PCR machine for the establishment of a COVID-19 testing laboratory;

WHEREAS, OSPA is an entity that operates a hospital under the name OSPA- FMC, fully capable of maintaining a COVID-19 testing laboratory with the competent personnel who can manage and operate the laboratory;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants hereinafter contained, the parties hereby agree to the following terms and conditions:

I. RESPONSIBILITIES OF THE PARTIES

A. LGU-ORMOC shall:

- (1) Provide the necessary technical support in putting up the COVID-19 testing laboratory;
- (2) Provide the needed facilities for the COVID-19 testing laboratory;
- (3) Promptly respond to complaints relative to the operation of COVID-19 testing laboratory;
- (4) Conduct unannounced monitoring visits to the laboratory and check that the standard protocol issued by the DOH is strictly implemented;
- (5) Coordinate closely with the OSPA through its designated Focal Officer;
- (6) Organize meeting(s) with the Hospital in order to improve the mechanism of coordination and service delivery;
- (7) Execute such documents as may be necessary to allow the use, operation and maintenance of the RT-PCR machine by the OSPA for a reasonable fee as to cover costs of operation and maintenance, including but not limited to lease contract or deed of usufruct, subject to applicable laws.

B. OSPA shall:

- (1) Provide adequate and appropriate areas to safely, effectively and efficiently provide the services to clients.
 - i. There shall be a dedicated space for each of the following activities:
 - a. Specimen reception;
 - b. Virus inactivation and nucleic acid extraction (Pre-PCR);
 - c. Reagent storage and handling;
 - d. PCR; AND
 - e. Clerical Activities.
- (2) Pay for all costs and expenses for the recurring tests and validation of the RT-PCR equipment as may be required by the manufacturer or the relevant government agency/ies;
- (3) Provide the appropriate OSPA staff, as herein provided by the guidelines issued by the Department of Health which shall include but shall not be limited to the following:
 - a. One (1) Board Certified Clinical Pathologist with knowledge in Infectious Diseases and training in Molecular Laboratory Diagnosis;
 - b. Three (3) Full-time Analysts per eight (8) hour shift, which shall be composed of EITHER three (3) Registered Medical Technologists OR two (2) Registered Medical Technologists and any allied health professionals with a Bachelor's degree relevant to the job, and with knowledge, experience, and skills in Molecular Biology and Biotechnology, Biology, Applied Biology, Biochemistry, and Microbiology;
 - c. One (1) Full-time Laboratory Aide per eight (8) hour shift;
 - d. One (1) Full-Time Receptionist per eight (8) hour shift; AND
 - e. One (1) Full-Time Encoder per eight (8) hour shift.
- (4) Ensure that all staff members are proficient on Molecular Diagnostic Techniques.
- (5) Ensure that the laboratory shall only use FDA registered testing kits, reagents and devices.
- (6) Ensure that staff members shall have an annual medical examination including influenza vaccination

- (7) To ensure updated trainings for staff members on biosafety and biosecurity, new techniques and technologies, among others.
- (8) Provide the required utilities in the COVID19 testing laboratory such as but not limited to electricity, back-up power generator, water, air-conditioning, waste disposal, laundry and janitorial services, at no cost to LGU-ORMOC;
- (9) Monitor and regulate the performance of the testing laboratory in accordance with the performance standards that the parties hereto may agree upon from time to time; and
- (10) Ensure compliance with government applicable rules and regulations in the operation and maintenance of the testing laboratory including but not limited to DOH Rules and Regulations, Building Code, BFAD, etc.
- (11) Ensure the proper maintenance of the equipment;
- (12) Secure the Comprehensive insurance of the equipment and designate LGU-ORMOC as the beneficiary thereof and maintain the same for a period pursuant to agreements that may be agreed upon by the parties separately;

C. EDC shall:

- (1) Provide the equipment necessary in establishing a COVID-19 testing Laboratory;
- (2) Prepare the documents required for the transfer of the equipment to LGU-ORMOC;
- (3) To bear the cost of the transfer and any and all costs necessary to effect the transfer of the equipment subject of this Agreement.

II. OTHER PROVISIONS

- a. The Parties shall use their best efforts and endeavor to settle amicably or through negotiations any dispute, disagreement, misunderstanding, controversy, or claim arising out of, or relating to, this Agreement or the breach, termination, or invalidity thereof. Where the Parties wish to seek such amicable settlement through conciliation, the conciliation shall take place in accordance with an external party then obtaining, or according to such other procedure as may be agreed between the parties.
- b. Each party shall designate its focal person who will coordinate with all Parties involved and facilitate the fulfillment of the purposes stated within this Agreement, as well as administer relevant activities as may be later agreed by the Parties.
- c. Each Party shall bear its own costs as to any and all claims and liabilities, obligations and damages, any and all taxes and any and all claims and liabilities directly or indirectly arising out of or in connection with any breach of this Agreement or resulting or arising out of the activities or the work undertaken by it as it relates to this Agreement.
- d. The parties hereby represent that this entire Agreement is made and executed by all parties herein willingly and voluntarily.

III. FURTHER AGREEMENTS

It is understood that this Agreement shall serve as a preliminary agreement of the Parties, and that the activities being contemplated herein, as well as the performance by the Parties of any undertaking pursuant to, or in furtherance of this Agreement shall be subject to more definitive agreements.

IV. AMENDMENTS

Any and all amendments, revisions, or supplements to this Agreement shall only be effective if the same shall be executed in writing, signed and attested by the parties.

V. EFFECTIVITY

This Agreement shall become effective and binding from the time it is signed by the Parties' duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have signed this instrument on the date and at the place indicated below their respective names.

CITY GOVERNMENT OF ORMOC
Represented by:

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

ORMOC SUGAR PLANTERS ASSOCIATION, INCORPORATED
Represented by:

ATTY. IÑAKI P. LARRAZABAL
President – OSPA-FMC

ENERGY DEVELOPMENT CORPORATION
Represented by:

SIGNED IN THE PRESENCE OF:

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

ERWIN MAGALLANES (EDC)

SANDRA ANGELICA F. CHIONG M.D.
Medical Director – OSPA -FMC

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

ACKNOWLEDGMENT

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

RICHARD I. GOMEZ, D.P.A.
ATTY. IÑAKI P. LARRAZABAL

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.

This instrument is a **MEMORANDUM OF AGREEMENT** consisting of _____ (
) pages including the page on which this Acknowledgement is written signed at the bottom
thereof by the representative of the party and his instrumental witnesses.

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

NOTARY PUBLIC

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