

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 JULY 21, 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

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

RESOLUTION NO. 2020-217

**AN OMNIBUS RESOLUTION GRANTING AUTHORITY TO
THE CITY MAYOR RICHARD I. GOMEZ OR THE
ACTING CITY MAYOR TO ENTER INTO AND SIGN THE
MEMORANDUM OF AGREEMENTS (MOAs) WITH
VARIOUS ACCOMMODATION FACILITIES WITHIN
THE JURISDICTION OF ORMOC CITY, IN RELATION
TO THE IMPLEMENTATION OF THE RESIDENT
RECOVERY PROGRAM.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated July 16, 2020 from the Office of the City Mayor, endorsing a request for the issuance of an Omnibus Resolution granting the City Mayor or the Acting City Mayor the authority to enter into and sign the Memorandum of Agreements (MOAs) with various accommodation facilities within the jurisdiction of Ormoc City, in relation to the implementation of the Resident Recovery Program. Further requesting that this matter be treated as EXTREMELY URGENT, a copy of the MOAs are hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, _____, a corporation duly organized and existing under the laws of the Philippines, with principal address at _____, Ormoc City, is hereinafter collectively referred to as the COMPANY;

WHEREAS, recognizing the right of stranded Ormocanons to come home, Executive Order No. 54 establishing the guidelines for the return of stranded Ormocanons, was issued;

WHEREAS, it is mandated in the guidelines that all stranded Ormocanons coming from COVID-19 positive areas must be brought to a quarantine facility upon entry to the port of Ormoc;

WHEREAS, the said EO provides that returning residents may have the option to be quarantined at a hotel supervised by the LGU ORMOC, for which all expenses of said quarantine (accommodations, food and all costs incurred during and by reason of his/her stay) shall be for the account of the resident or his parent/guardian;

WHEREAS, the COMPANY is amenable to accept these residents and establish the ____ as quarantine facility of the LGU ORMOC;

WHEREAS, LGU-ORMOC and the COMPANY hereby agreed that the latter's hotel shall be used as quarantine facilities for stranded residents who wish to be quarantined in a hotel at their own expense, under the supervision and control of the former;

WHEREAS, the subject MOAs 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 and SP Member Jasper M. Lucero, Chairperson, Committee on Good Government & Oversight and SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws & Ordinances, severally seconded by SP Members Tomas R. Serafica, Peter M. Rodriguez, Gregorio G. Yrastorza III, Esteban V. Laurente, Roiland H. Villasencio, Joan Marbie C. Simbajon, Lalaine A. Marcos and Vincent L. Rama; be it

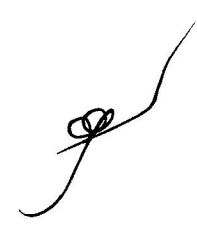
RESOLVED, AS IT IS HEREBY RESOLVED, to pass AN OMNIBUS RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENTS (MOAs) WITH VARIOUS ACCOMMODATION FACILITIES WITHIN THE JURISDICTION OF ORMOC CITY, IN RELATION TO THE IMPLEMENTATION OF THE RESIDENT RECOVERY PROGRAM;

ADOPTED, July 21, 2020.

RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Agreements (MOAs) 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; Various Accommodation Facilities; 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 PRESENTS:

This agreement made and entered into this _____ day of _____ 2020 in Ormoc City, Philippines, by and among:

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

(Please insert name of Company), a corporation duly organized and existing under the laws of the Philippines, with principal address at (Insert Address) Ormoc City, hereinafter referred to as the "**COMPANY**";

WITNESSETH, that:

WHEREAS, recognizing the right of stranded Ormocanons to come home, Executive Order No. 54, Series of 2020, establishing the guidelines for the return of stranded Ormocanons, was issued;

WHEREAS, it is mandated in the guidelines that all stranded Ormocanons who come from COVID-positive areas must be brought to a quarantine facility upon entry to the port of Ormoc;

WHEREAS, additionally, LGU ORMOC requires other individuals to undergo a mandatory quarantine for Covid-19 related purposes pursuant to national and local health protocol issuances;

WHEREAS, returning residents and those other individuals required to be quarantined may have the option to be quarantined at a hotel supervised by the LGU ORMOC, for which all expenses of said quarantine (accommodations, food and all costs incurred during and by reason of his/ her stay) shall be for the account of the resident or his parent/ guardian;

WHEREAS, the **COMPANY** is amenable to accept these residents and individuals and to establish the ____ located in ____, Ormoc City as a quarantine facility of LGU ORMOC;

NOW THEREFORE, for and in considerations of the foregoing premises and covenants and undertakings hereinafter set forth, parties hereto have agreed as follows:

ARTICLE I. OBJECTIVE

The **LGU ORMOC** and **COMPANY** hereby agree that the latter's ____ shall be used as quarantine facility for returning residents and other individuals required to be quarantined who wish to be quarantined in a hotel at their own expense, under the supervision and control of **LGU ORMOC**;

ARTICLE II: RESPONSIBILITIES OF PARTIES

- A. Consistent with the properties of this Agreement, the **LGU-ORMOC** shall:
 1. Coordinate and provide the names of the returning residents and other individuals required to be quarantined who wish to be quarantined at _____;

2. Provide transport for the designated returning residents and other individuals required to be quarantined to _____ from the port;
3. Transfer immediately to other facilities returning residents and other individuals required to be quarantined that will test positive of Covid-19 in accordance with its health protocols.

B. For its part, the **COMPANY** shall:

1. Designate a room for returning residents and other individuals required to be quarantined who are supplied by the LGU-ORMOC to be quarantined, and shall inform the latter of the designated room number for every person;
2. Provide food as may be requested by the returning residents and other individuals required to be quarantined, for their account;
3. Disinfect the rooms designated for the returning residents and other individuals required to be quarantined before and after the quarantine period;
4. Provide the services of a health care worker, ie. Nurse, midwife or nursing aide, who will conduct the daily monitoring of the quarantined residents and provide for their medical attention, under the supervision of the City Health Department (CHD);
5. Allow all access to LGU-ORMOC personnel and staff who may conduct at any time and day the monitoring of the quarantined residents;
6. Provide security personnel who shall ensure the safety and security of the company, its staff and the quarantined individuals; and who shall also ensure that quarantined individuals properly comply with health protocols;
7. Provide PPEs to all the hotel staff of the company and ensure that they are worn by their staff properly at all times when inside the hotel;
8. Assist the LGU-ORMOC in ensuring that quarantine protocol is followed and shall report to the LGU-ORMOC any returning resident and other individual required to be quarantined who violate any provision of the protocol;
9. Ensure that the returning residents and other individuals required to be quarantined in its hotel do not go outside of their designated rooms at any time during the quarantine period except for emergency purposes, or other allowed instances like when a transfer to another facility is ordered by the CHD, or when the quarantine period has already lapsed as certified by a quarantine clearance certificate issued by the CHD and so discharge from the hotel is due;
10. Hold the LGU-ORMOC free and harmless for all costs of accommodations, food and other expenses as may be incurred during and by reason of the stay by the returning residents and other individuals required to be quarantined at the hotel.

ARTICLE III: AMENDMENTS

This Memorandum of Agreement shall not be revoked, revised, and amended or modified in any respect except by mutual consent in writing of contracting parties.

ARTICLE IV: ARBITRATION

Any dispute, controversy, or claim arising out of or relating to this contract; or the breach, termination or invalidity thereof shall be settled by arbitration, in accordance with such terms and conditions as may be agreed upon separately by the parties.

ARTICLE V: EFFECTIVITY AND TERMINATION

This Agreement shall take effect upon signing by the two parties and shall remain in force until revoked by the concerned parties and/or higher authorities, subject to a written notice given thirty (30) days in advance; or until such time that the state of public health emergency is lifted and all the quarantined individuals are cleared by the competent authority.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ at Ormoc City, Philippines.

LOCAL GOVERNMENT OF
ORMOC

(Name of the Company)

BY:

by:

RICHARD I. GOMEZ, DPA
City Mayor

Manager/Owner

Signed in the presence of and Parties personally known to the witnesses:

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

ACKNOWLEDGMENT

BEFORE ME, a notary public, in the City of Ormoc and the province of Leyte, this _____, at Ormoc City, Province of Leyte, personally appeared with their competent identification bearing their photograph and signature to wit:

Richard I. Gomez

Personally known to the witnesses who are known to me to be the same person who executed the foregoing instrument and they acknowledged before me that the same are their free and voluntary act and deed.

This instrument consisting of three (3) pages has been signed on the left margin on each and every page hereof by the parties herein and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I hereunto set my hand on the day, year and place above written.

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