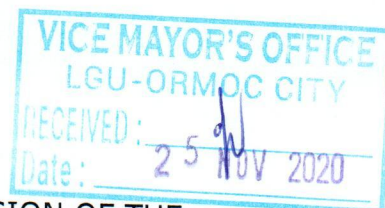


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON NOVEMBER 24, 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
SP Member
SP Member, Majority Floor Leader
SP Member
SP Member
SP Member, Asst. Majority Floor Leader
SP Member
SP Member
SP Member
SP Member

Joan Marbie C. Simbajon,

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. 2020-380

**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) TO BE
ENTERED INTO BY AND BETWEEN THE PHILIPPINE
STATISTICS AUTHORITY (PSA) AND THE LOCAL
GOVERNMENT UNIT OF ORMOC TO COVER
COLLABORATION OF BOTH PARTIES IN THE
REGISTRATION PROCESS INCLUDING THE
ESTABLISHMENT OF REGISTRATION CENTER/S
WITHIN THE JURISDICTION OF THE LOCAL
GOVERNMENT UNIT (LGU).**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated October 23, 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) to be entered into by and between the Philippine Statistics Authority (PSA) and the Local Government Unit of Ormoc to cover collaboration of both parties in the registration process including the establishment of registration center/s within the jurisdiction of the Local Government Unit (LGU), a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Annotation dated October 29, 2020, the City Legal Office finds nothing legally objectionable in the said MOA and that the same is not contrary to law, morals, public order, or public policy much less detrimental to the best interest of Ormoc City;

WHEREAS, Republic Act No. 11055 (RA 11055) created the Philippine Identification System or "PhilSys" for the establishment of a single identification system to register all Filipinos and resident aliens of the Republic of the Philippines;

WHEREAS, Section 15 of the Implementing Rules and Regulations (IRR) of RA 11055 vested PSA the primary implementation of PhilSys and empowered it to collaborate with Local Government Units (LGUs), other government agencies, and Government Owned or Controlled Corporations (GOCCs) to ensure the registration and enrolment of all citizens and resident aliens in the PhilSys including the Indigenous Cultural Communities/Indigenous Peoples and those located in remote localities;

WHEREAS, the PhilSys Policy Coordinating Council (PSPCC), the duly mandated governing body organized to formulate policies and guidelines to ensure effective coordination and implementation of PhilSys, in its Resolution No. 13 dated June 19, 2020, recognizes the need for LGUs' assistance in implementing the national identification system because of their familiarity with the conditions peculiar within their respective territorial jurisdictions and capacity in mobilizing their constituents;

WHEREAS, the Department of Interior and Local Government (DILG) in its Memorandum Circular No. 2020-99 dated July 15, 2020 enjoined all LGUs and regional DILG offices to provide assistance in the implementation of PhilSys registration operations in their respective localities;

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, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on motion of SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Gregorio G. Yrastorza III, Joan Marbie C. Simbajon and Lalaine A. Marcos; 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) TO BE ENTERED INTO BY AND BETWEEN THE PHILIPPINE STATISTICS AUTHORITY (PSA) AND THE LOCAL GOVERNMENT UNIT OF ORMOC TO COVER COLLABORATION OF BOTH PARTIES IN THE REGISTRATION PROCESS INCLUDING THE ESTABLISHMENT OF REGISTRATION CENTER/S WITHIN THE JURISDICTION OF THE LOCAL GOVERNMENT UNIT (LGU);

ADOPTED, November 24, 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 Office of the Civil Registrar; Philippine Statistics Authority; the Regional Director, PSA - Region 8; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

Res. No. 2020-380

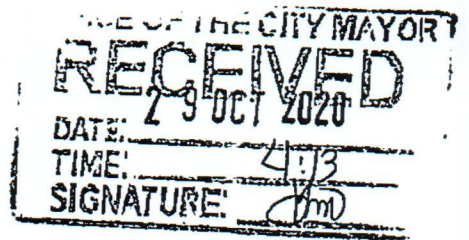
CARRIED UNANIMOUSLY.

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 MEMORANDUM OF AGREEMENT ("Agreement") dated _____ in _____ (location) _____, is made and entered into by and between:

The PHILIPPINE STATISTICS AUTHORITY, a government agency established by virtue of Republic Act No. 10625 or the Philippine Statistical Act of 2013, with office address at PSA Complex, East Avenue, Diliman, Quezon City 1101 Philippines, represented by _____ (RD of [Region]) _____ (Name) _____ herein referred to as "the PSA" or the "First Party";

- and -

The LOCAL GOVERNMENT UNIT OF _____ with office address located at _____ represented herein by its Local Chief Executive or Duly Appointed _____ (Position) _____ (Name) _____, and hereafter referred to as "LGU of _____" or the "Second Party."

(The PSA and the LGU of _____ are collectively referred to as the "Parties".)

REVIEWED
ORMOC CITY LEGAL OFFICE
<input type="checkbox"/> Approved
<input type="checkbox"/> Separate Opinion
<input checked="" type="checkbox"/> Drafted by CLO
<input type="checkbox"/> Not contrary to laws, public policy, moral. <i>See marginal comments</i>
<input type="checkbox"/> Amendments/Revisions
Atty. Jose A. [Signature] BY: City Legal Officer
DATE: OCT 29 2020

WITNESSETH, that:

WHEREAS, Republic Act No. 11055 (RA 11055) created the Philippine Identification System or "PhilSys" for the establishment of a single national identification system to register all Filipinos and resident aliens of the Republic of the Philippines;

WHEREAS, Section 15 of the Implementing Rules and Regulations (IRR) of RA 11055 vested PSA the primary implementation of PhilSys and empowered it to collaborate with Local Government Units (LGUs), other government agencies, and Government Owned or Controlled Corporations (GOCCs) to ensure the registration and enrolment of all citizens and resident aliens in the PhilSys including the Indigenous Cultural Communities/Indigenous Peoples and those located in remote localities;

WHEREAS, the PhilSys Policy Coordinating Council (PSPCC), the duly mandated governing body organized to formulate policies and guidelines to ensure effective coordination and implementation of PhilSys, in its Resolution No. 13 dated June 9, 2020, recognizes the need for LGUs' assistance in implementing the national identification system because of their

familiarity with the conditions peculiar within their respective territorial jurisdictions and capacity in mobilizing their constituents;

WHEREAS, the Department of Interior and Local Government (DILG) in its Memorandum Circular No. 2020-99 dated 15 July 2020 enjoined all LGUs and regional DILG offices to provide assistance in the implementation of PhilSys registration operations in their respective localities;

NOW THEREFORE, for and in consideration of the above premises, the parties hereby agree on the following:

1. Coverage.

This MOA shall cover collaboration of the PSA and the LGU in the registration process including the establishment of registration center/s within the jurisdiction of the LGU.

2. Definition of Terms.

As used in this MOA, the following terms shall be defined as follows:

- a. Registration Process. The registration process consists of the following activities:
 - a.1 Pre-registration – the process whereby the PSA will conduct a house-to-house data collection activity using a tablet device that will allow: 1) target applicants to book an appointment for their registration, 2) for PSA to collect demographic data of the applicants using the Electronic PhilSys Forms, including scanning the supporting documents, prior to their scheduled visit at the registration center, and 3) to include the capturing of the applicant’s front-facing photograph to signify their consent to undergo pre-registration process.
 - a.2 Registration proper – the process whereby the registrant will personally go to the designated registration center for the presentation of the required supporting documents, validation of their demographic data, and the collection of their biometric data.
- b. Philippine Statistics Authority (PSA) – shall include the PhilSys Team, Regional Statistical Service Office (RSSO) and Provincial Statistical Office (PSO).
- c. Local Government Unit (LGU) – shall include the municipal/city government, personnel, officials and all its agents involved in the national ID system.

3. Responsibilities of PSA. The PSA shall:

- 3.1 Conduct coordination activities with the LGU during the planning, preparatory, and execution stage of the PhilSys registration operations through the PSA regional and provincial coordination teams;

- 3.2 Issue rules and regulations of the registration process, such as but not limited to, the parameters of the registration area/space (Annex __), the conduct of the door-to-door pre-registration activities, scheduling of appointments, and the actual registration of the target registrants of the LGU;
- 3.3 Provide guidance and instructions on maintaining physical distancing and other applicable health and safety measures during the conduct of registration processes;
- 3.4 Validate the list of target registrants generated from the Department of Social Welfare and Development (DSWD);
- 3.5 Provide manpower in the Registration Centers and Provincial Statistical Offices involved in the PhilSys pre-registration and registration activities with ten (10) hours a day, seven (7) days a week working schedule except on December 24-26, 2020;

provide attachment of Annex 'A'

REVIEWED	3.6	Coordinate with the LGU and the DILG on any information that needs to be disseminated to the general public in relation to the PhilSys registration process, with the provision of information materials, tarpaulins, etc.;
ORMOC CITY LEGAL OFFICE	3.7	Deploy the registration machines, provide network/internet connection, and other resources and facilities necessary to adequately service the pre-registration and registration activities;
Approved	3.8	Provide drinking water and disposable cups for the registration clients; and
Separate Opinion	3.9	Responsible for the full operation of the pre-registration and registration activities, and shall further provide necessary information and coordination on the registration activities to the LGU and DILG.
Drafted by CLO	4.	Responsibilities of the LGU. The LGU shall:
Not contrary to laws, public policy, moral		Assist in the provincial/municipal-level planning by providing the PSA with a list of cities, municipalities, and barangays, indicating the corresponding health and/or security risks, if any, and by providing information on corresponding health and security emergency protocols within their jurisdictions;
See original comment		
Amendment/Revision		
Atty. Josephine M. Mejia-Rome	OCT 2 2020	
BY: City Legal Officer	DATE:	

- 4.2 Coordinate city/municipal and barangay level meetings for the briefing and discussion of PhilSys operations to be performed as well as the logistical requirements thereof;
- 4.3 Identify and provide possible locations that meet the space requirement of PSA, as provided in Annex __, for the registration centers within the city, municipality, or barangay, where PhilSys registration centers, waiting areas, and temporary storage facilities could be set-up, and allow or coordinate the use of the same for the conduct of PhilSys registration activities;
- 4.4 Responsible for mobilizing all required resources for the pre-registration and registration activities, such as but not limited to registration area/space, electrical supply, storage area for the registration kits, physical security in the registration

provide attachment of Annex 'A'

area, storage area, and to the personnel to be deployed therein as well as the necessary crowd queue management/control for every registration area/space;

4.5 Ensure and guarantee that the venue for registration could accommodate the target number of registrants per day, in consideration of proper physical distancing and ventilation to avoid the spread of COVID – 19 as prescribed by the Department of Health;

4.6 Provide logistical support in the conduct of PhilSys registration, such as, but not limited to, the lending of back-up service vehicles for the deployment and retrieval of registration teams and kits, the provision of additional tables and chairs when necessary, and the provision of waste management and sanitation services. The LGU shall also setup registration tables with plastic or acrylic glass for the protection of both the PhilSys personnel and the registrant;

4.7 Designate a focal person at the city, municipal, and barangay level, who shall serve as the point of contact of PSA during coordination activities related to PhilSys registration operations;

REVIEWED
ORMOC CITY LEGAL OFFICE

4.8 Issue clearance/certification to the PhilSys registration teams to allow them to conduct registration activities in designated areas within the city, municipality, or barangay;

Approved

Separate Opinion

4.9 Disseminate information regarding PhilSys within their jurisdictions, including but not limited to schedules and locations of PhilSys registration, house-to-house visits, and overall project information such as the advantages of registering into PhilSys;

Drafted by CLO

Not contrary to laws, policy, moral.

4.10 Mobilize and provide logistical support of the target registrants, to and from the registration centers, during registration and assist in crowd control at the barangay level during PhilSys pre-registration and registration operations;

Amendments/Revisions

4.11 Provide assistance in ensuring security and safety of the PhilSys personnel in the performance of their duties including but not limited to, the arrival of the registration team, safe and secured registration area/space, by detailing security personnel in the pre-registration house-to-house activities and at the registration areas and storage facilities, and designating first-level responders for health and security emergencies that may be encountered during registration activities for the whole duration of registration operations; and

4.12 Validate, confirm, provide and/or augment household data needed by PSA during the pre-registration and registration operation.

5. **Validity.** This MOA shall take effect upon signing of both parties and shall remain in full force and effect all throughout the National ID registration process pursuant to R.A. 11055 and its IRR.

6. **Funding.** The parties shall bear their own respective expenses pursuant to their responsibilities as stated under this MOA, subject to proper compliance with applicable Commission on Audit rules and regulations.

7. **Liabilities.** The parties shall be responsible for the acts or omission of their respective Personnel in the performance of their responsibilities under this MOA. Should a party fail or refuse to comply with the terms of the agreement, it shall not be construed as a waiver thereof nor prevent the other party from enforcing the same, as warranted by applicable legal provisions.

8. **Confidentiality and Non-Disclosure.** The Second Party agrees that all information furnished by the First Party, under or in connection with this MOA, shall be treated in strict confidence and shall not be disclosed to any third party. The Second Party shall not use any information, form, document, or material furnished by the First Party for any purpose other than the performance of its responsibilities under this MOA. The obligation of the Second Party to maintain confidentiality shall survive the termination of this MOA.

REVIEWED

The Confidential Information does not include information which:

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CL6

Not contrary to laws, public

policy, moral.

Amendment/Revision

Atty. Joseph A. Maja-Pano

City Legal Officer

a. Already known by either party prior to the disclosure thereof without any obligation of confidentiality;

b. Publicly known or becomes publicly known for causes not due to any unauthorized act of either party;

c. Approved in writing by the other party for disclosure; or

d. Required to be disclosed pursuant to any governmental or legal requirement or process, provided that the disclosing party gives the other party written notice of such requirement prior to any such disclosure.

in the event of a breach, but not limited to, major incidents, operational or otherwise, privacy and information security incidents, other issues material and incidental to this MOA, the parties shall conduct a joint investigation and shall identify the cause of the said security breaches for proper resolution and management as well as ascertainment of liabilities.

The parties undertake to comply in good faith with the provisions of RA 10173, otherwise known as the Data Privacy Act (DPA), its IRR, and all pertinent issuances of the National Privacy Commission. The parties shall observe the degree of standard provided under the DPA for the establishment and maintenance of satisfactory security measures to safeguard all confidential information from unauthorized access or use.

9. **Force Majeure/Acts of Nature.** If either party shall be unable to carry out the whole or any part of its obligations under this MOA for any reason beyond the control of such party, including but not limited to acts of nature, acts of governmental authorities, strikes, war, riots and any other causes of such nature, the performance of the obligations under this MOA of such party as they are affected by such cause shall be

excused during the continuance of any inability so caused; except that should such inability not be remedied within sixty (60) days from the date of such cause, either party may at any time after the expiry period give to the other within seven (7) working days, a prior written notice to terminate this MOA clearly stating the ground relied upon.

10. Amendments and Modifications. Any changes or modifications to this MOA shall become effective and binding only if executed in writing and signed by each Party's authorized representatives. The terms and conditions therein shall prevail over previous written stipulations, however, consistent provisions which were not overturned shall continue to be in full force and effect.

11. Severability. If any provision of this MOA shall for any reason found to be invalid or unenforceable, the remainder of this Agreement shall continue to be in full force and effect, and either party may cause the renegotiation of the terms which are declared invalid or unenforceable.

12. Settlement of Disputes. The parties shall as often as possible mutually consult with each other with respect to the performance of their respective obligations under this Agreement. The Parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any dispute that may arise in connection with this Agreement.

13. Applicable Law. The construction, interpretation, and enforcement of this MOA shall be governed by the laws of the Republic of the Philippines, including RA 11055. Actions arising from this MOA shall be under the jurisdiction of any courts in Quezon City to the exclusion of all others.

14. Authority. The parties hereby acknowledge that their respective signatories herein are duly authorized to sign this MOA.

IN WITNESS WHEREOF, the parties set their hands in the place and date abovementioned:

REVIEWED
ORMOC CITY LEGAL OFFICE
Approved
Separate Opinion
Drafted by CLO
Not contrary to laws, public policy, moral.
Amendments/Revisions
Atty. Joseph M. Alegre-Romero
BY: City Legal Officer
DATE: OCT 29 2020

The City/Municipality of _____

Philippine Statistics Authority

By:

By:

[AUTHORIZED REPRESENTATIVE]

[AUTHORIZED REPRESENTATIVE]

[Position]

[Regional Director, PSA-Region__]

Witnesses:

[Name of Witness]

[Name of Witness]

[Position, affiliation]

[Chief Statistical Specialist, PSA-__]

REVIEWED	
ORMOC CITY LEGAL OFFICE	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Separate Opinion
<input type="checkbox"/>	Drafted by CLO
<input checked="" type="checkbox"/>	Not contrary to laws, public policy, moral.
Amendments/Revisions	
Atty. Joseph A. Mejia-Romer City Legal Officer	DATE: OCT 29 2020

Acknowledgment
by KATANG BULIC