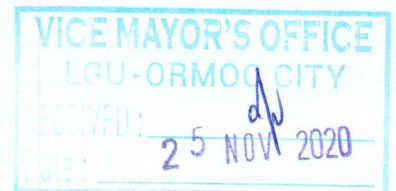
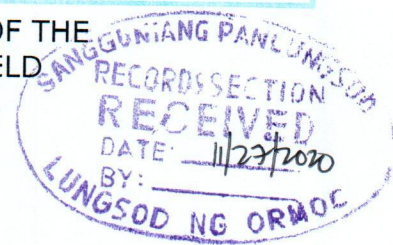


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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,
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. 2020-381

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR, RICHARD I. GOMEZ, OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN A MEMORANDUM
OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE
LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC)
WITH PALOMPON INSTITUTE OF TECHNOLOGY (PIT)
FOR COOPERATION AND SHARING OF AVAILABLE
FACILITIES, EQUIPMENT, PROFESSIONAL SERVICES,
RESOURCES, AND MARINE SCIENCE-RELATED WORKS
AND ACTIVITIES, FOR THE CONDUCT OF RESEARCHES
RELEVANT TO MARINE BIOLOGY.**

WHEREAS, an indorsement was forwarded to this august Body from the Office of the City Mayor dated November 5, 2020, requesting for authority to enter into and sign the Memorandum of Agreement (MOA) with Palompon Institute of Technology (PIT) for cooperation and sharing of equipment and facilities, as well as any other marine science-related works of both parties. A copy of the said MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, PIT is one of the state institutions of higher learning entrusted with the responsibility of spearheading research activities that would accelerate the socio-economic development and improve the quality of life of the people in northwestern Leyte and is expected to lead in the conduct of discipline-based, policy oriented, technology-directed and innovative/ creative researches that are locally responsive and globally competitive;

WHEREAS, with the end in mind to make its research services contribute for national development and social awareness, PIT turns to Local Government Units such as Ormoc City that have facilities and equipment, professional services and resources that could very much help the researchers in other agencies in the conduct of research related to marine biology and in return, the research outputs will be presented to the Local Government Unit as basis for policy making and conservation efforts to attain food security and sustainability of marine resources;

WHEREAS, the City Government of Ormoc City, being a local government unit, has a mandate on ensuring the welfare of its constituencies, address concerns of local folks, establish economic growth to local communities, conserve and develop the environment and natural resources within its jurisdiction;

WHEREAS, the Local Government Code (LGC) of 1991 expressly provides that a local government unit may exercise the powers essential to the promotion of the general welfare and shall ensure and support, among other things, the preservation and enrichment of culture, promote health and safety, enhance the right of the people to a balanced ecology, encourage and support the development of appropriate and self-reliant scientific and technological capabilities, improve public morals, enhance economic prosperity and social justice, promote full employment among their residents, maintain peace and order, and preserve the comfort and convenience of their inhabitants;

WHEREAS, in pursuit of the general welfare of the people in its territorial jurisdiction, local government units are given powers to enter into joint ventures and such other cooperative arrangements with people's and non-governmental organizations to engage in the delivery of certain basic services, capability-building and livelihood projects, and to develop local enterprises designed to improve productivity and income, diversify agriculture, spur rural industrialization, promote ecological balance, and enhance the economic and social well-being of the people which in fact is already a practice in Ormoc City that values active partnership with development institutions, non-government organizations, and concerned individuals to facilitate efficient and effective delivery of service to its constituencies and neighboring municipalities;

WHEREAS, the City Legal Office rendered an opinion found nothing legally objectionable in the MOA but recommended that an inventory of the equipment or whatever is shared in the course of the agreement be made in order to secure both parties' shared items and that marine biology researches in Ormoc City may not be published nor used without the consent of the City;

WHEREAS, the signing of the aforesaid Memorandum of Agreement (MOA) signifies the party's commitment to continually uphold the general welfare of the people in all stages of development and that the technical and research services of PIT and the relevant resources of the City Government of Ormoc are sought to be instrumental in the protection and further utilization of marine resources;

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;

WHEREAS, this Sanggunian, upon thorough review, finds that the MOA is not contrary to law, public policy, contracts, morals and public order and is extremely favorable and advantageous to the institution and the communities that both parties are serving and therefore and is therefore, most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Nolito M. Quilang, Chairman, Committee on Education and SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Gregorio G. Yrastorza III, Jasper M. Lucero, Joan Marbie C. Simbajon, Lalaine A. Marcos, Esteban V. Laurente, Vincent L. Rama, Peter M. Rodriguez and Roiland H. Villasencio; 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 A MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH PALOMPON INSTITUTE OF TECHNOLOGY (PIT) FOR COOPERATION AND SHARING OF AVAILABLE FACILITIES, EQUIPMENT, PROFESSIONAL SERVICES, RESOURCES, AND MARINE SCIENCE-RELATED WORKS AND ACTIVITIES, FOR THE CONDUCT OF RESEARCHES RELEVANT TO MARINE BIOLOGY,

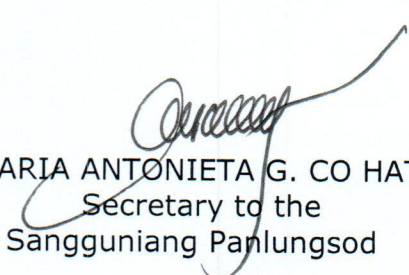
ADOPTED, November 24, 2020.

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; Palompon Institute of Technology; 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 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

MADE AND ENTERED INTO BY AND BETWEEN
THE PALOMPON INSTITUTE OF TECHNOLOGY RESEARCH SERVICES AND
THE CITY GOVERNMENT OF ORMOC

KNOW ALL MEN BY THESE PRESENTS:

The **PALOMPON INSTITUTE OF TECHNOLOGY (PIT)**, Palompon, Leyte a chartered state college created by RA 5101, represented by **DR. NORBERTO C. OLAVIDES** in his capacity as President, with office address at Evangelista Street, Palompon, Leyte, hereinafter referred as "**PIT**".

and

The **CITY GOVERNMENT OF ORMOC**, a corporate body organized through Presidential Proclamation No. 42, s. 1947, herein represented by the City Mayor, **HON. RICHARD I. GOMEZ**, herein referred to as "**City Government of Ormoc**".

WITNESSETH

WHEREAS, **PIT** is one of the state institutions of higher learning entrusted with the responsibility of spearheading research activities that would accelerate the socio-economic development and improve the quality of life of the people in northwestern Leyte;

WHEREAS, **PIT** research services serve as a change agent for national development and social awareness in upgrading development and the quality of life of the people in its service area ;

WHEREAS, **PIT** needs the support of the local and city government in its service area in the conduct of research by sharing its facilities and equipment, professional services and resources;

WHEREAS, the **City Government of Ormoc**, has a mandate on ensuring the welfare of its constituencies, address concerns of local folks, establish economic growth to local communities, conserve and develop the environment and natural resources within its jurisdiction;

WHEREAS, the **City Government of Ormoc** values active partnership with development institutions, non-government organizations, and concerned individuals to facilitate efficient and effective delivery of service to its constituencies and its neighboring municipalities;

WHEREAS, the **City Government of Ormoc** have the facilities and equipment, professional services and resources in the field of Marine Biology that could very much help the researchers in other agencies in the conduct of research related to such field;

WHEREFORE, for and consideration of the foregoing premises, the **PALOMPON INSTITUTE OF TECHNOLOGY (PIT)**, hereby binds with the **CITY GOVERNMENT OF ORMOC**, to extend

REVIEWED

ORMOC CITY LEGAL OFFICE

✓ Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public
policy, moral.

Amendments/Revisions

DATE: NOV 03 2020

and share available facilities and equipment, professional services, and resources for the conduct of researches relevant to Marine Biology; and any other marine science-related works and activities; The parties hereunto entered covenant under the following terms and conditions THAT:

I. The PIT –Research Services shall

1. Ensure that the equipment borrowed in the conduct of Marine Biology researches must be used with utmost care and shall be returned to the City Government's Office in good condition;
2. Conduct an inventory of resources, equipment or whatever is shared between the parties;
3. Be available should the City Government Office of Ormoc requests assistance in the conduct of research activity related to Marine Biology;
4. Ensure completion of such researches/studies within the time frame and effective sharing of the results for potential continuing replication;
5. Sustain advocacy of the research results; and
6. Recommend research results for policy making.

I. The City Government of Ormoc shall

1. Provide the available facilities and equipment, professional services and resources in the field of Marine Biology as per request of PIT;
2. Conduct an inventory of resources, equipment or whatever is shared between the parties;
3. Facilitate and assist PIT in its conduct of Marine Biology researches as per request of the City Government of Ormoc;
4. Shall handle product promotion and facilitate marketing of the products as result of the Marine Biology researches conducted by PIT for the City Government of Ormoc;
5. Assist PIT in sustaining its advocacy of the research results conducted for the City Government of Ormoc;
6. Draft policies as per recommendations from the studies conducted by PIT for the City Government of Ormoc.

II. Researchers who are directly involved in the study shall have the right

1. To publish their findings in research journals and/or other appropriate publication media as authors/co-authors after a written consent is given by both parties;
2. Use the findings for teaching and presentation in research forum/conference/congress after a written consent is given by both parties; and
3. Use the findings for further studies and professional growth.
4. To have the results of the researches and studies protected with the researcher as the maker.

III. Duration

REVIEWED

OC CITY LEGAL OFFICE

This agreement is renewable and shall take effect upon signing hereof by the parties and shall remain in full force and effect within a 5 – year period and/or such time that either of the parties withdraws from this Agreement upon thirty (30) days for prior notice to the other.

✓ ☐ Approved

☐ Separate Opinion

☐ Drafted by CLO

☐ Not contrary to laws, public policy, moral.

Amendments/Revisions

Atty. Arnie Verduce A. Arce
City Legal Attorney

DATE: _____

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures these presents on this _____ day of _____ 2020, in _____, Philippines.

PALOMPON INSTITUTE OF
TECHNOLOGY (PIT)

CITY GOVERNMENT OF ORMOC

BY:

DR. NORBERTO C. OLAVIDES
President, PIT

HON. RICHARD I. GOMEZ
Mayor, Ormoc City

SIGNED IN THE PRESENCE OF:

ROEL I. SABANG
Director, Research/Caretaker, REEA

MARIA ELENA A. MENDOZA
City Agriculture Officer

NOTARY PUBLIC

REVIEWED

ORMOC CITY LEGAL OFFICE

☒ Approved

☐ Separate Opinion

☐ Drafted by CLO

☐ Not contrary to laws, public
policy, moral.

☐ Amendments/Revisions

Atty. ~~_____~~ ~~_____~~ A. Arcia

BY: ~~_____~~

DATE: NOV 20 2020