

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 MARCH 09, 2021

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,

Joan Marbie C. Simbajon,

Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

City Vice Mayor & Presiding Officer
SP Member, Majority Floor Leader

SP Member
SP Member
SP Member
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. 2021-064

**A RESOLUTION AUTHORIZING THE CITY GOVERNMENT
OF ORMOC TO ENTER INTO A MEMORANDUM OF
AGREEMENT (MOA) WITH THE DEPARTMENT OF
SOCIAL WELFARE AND DEVELOPMENT - FIELD
OFFICE IN ADOPTING THE STRATEGIC HELPDESK
FOR INFORMATION, EDUCATION, LIVELIHOOD, AND
OTHER DEVELOPMENT INTERVENTIONS (SHIELD)
AGAINST CHILD LABOR.**

WHEREAS, Section 455 of Republic Act 7160, otherwise known as the Local Government Code of 1991, provides that local chief executives shall 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 or pursuant to law or ordinance;

WHEREAS, submitted for legislative action to this honorable body is the letter dated February 26, 2021 of our beloved City Mayor Richard I. Gomez endorsing to make a resolution allowing the City Government of Ormoc to enter a Memorandum of Agreement between the Department of Social Welfare and Development to adopt the Strategic Helpdesk for Information, Education, Livelihood, and other Development Intervention (SHIELD) against Child Labor to ensure protection, optimum participation, growth and development of Child Laborer and their families;

WHEREAS, the Local Government is mandated to provide health and social welfare services to its constituents, which include programs and projects on child and youth welfare as sanctioned by R.A. 7160 otherwise known as the Local Government Code of 1991;

WHEREAS, Article II, Section 13 of the Constitution declares it a policy of the State, recognizing the vital role of the youth in nation-building and shall promote and protect their physical, moral, spiritual, intellectual, and social well-being, inculcating in the youth patriotism and nationalism, and encouraging their involvement in public and civic affairs;

WHEREAS, Republic Act No. 7610 or the Special Protection of Children Against Abuse, Exploitations and Discrimination Act, as amended by R.A. 9231, declares it a policy of the State to provide special protection to children from all forms of abuse, neglect cruelty, exploitation and discrimination, and other conditions prejudicial to their development, which includes child labor in its worst forms;

WHEREAS, in line with the objectives of the Local Government Unit of Ormoc City, a vision of a "Child Labor Free City", reducing inequality and molding socio-economic resilient administration that aims to provide universal and transformative protection to all families and children;

WHEREAS, there is an extremely urgent need to amplify government efforts for the protection of the rights of vulnerable sectors, especially the children, strengthen related institutional mechanism and establish further measures that will contribute to the prevention, reduction and elimination of any child labor;

WHEREAS, the City Legal Office (CLO) and the City Social Welfare and Development Office (CSWDO) 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 A. Marcos, Chairman, Committee on Women, Family and Gender Development and SP Member Benjamin S. Pongos, Jr., Chairman, Committee Laws & Ordinances, severally seconded by SP Members Vincent L. Rama, Joan Marbie C. Simbajon, Roiland H. Villasencio, Jasper M. Lucero, Tomas R. Serafica, Gregorio G. Yrastorza III, Peter M. Rodriguez and Esteban V. Laurente; be it

RESOLVED, AS IT HEREBY RESOLVED, to pass a RESOLUTION AUTHORIZING THE CITY GOVERNMENT OF ORMOC TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT - FIELD OFFICE IN ADOPTING THE STRATEGIC HELPDESK FOR INFORMATION, EDUCATION, LIVELIHOOD, AND OTHER DEVELOPMENT INTERVENTIONS (SHIELD) AGAINST CHILD LABOR;

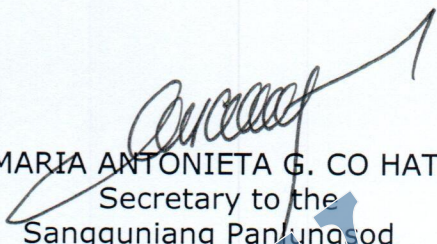
ADOPTED, March 09, 2021.

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 Social Welfare and Development Officer, Ms. Delia Corbo; DSWD-Field Office; 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 is a Memorandum of Agreement (MOA) made and executed this ____ day of (month and year), in (venue of MOA signing) by and between:

The DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT- FIELD OFFICE with office located at (address of Field Office), duly represented in this agreement by its REGIONAL DIRECTOR,_, hereinafter referred to as the "FIRST PARTY";

-and-

The CITY GOVERNMENT OF ORMOC, a local government unit with office located at Ormoc City Hall, Aunubing St., Brgy. Cogon, Ormoc, duly represented in this agreement by its Local Chief Executive, RICHARD I. GOMEZ, hereinafter referred to as the "SECOND PARTY";

Each as "Party", and collectively as the "Parties."

WITNESSETH

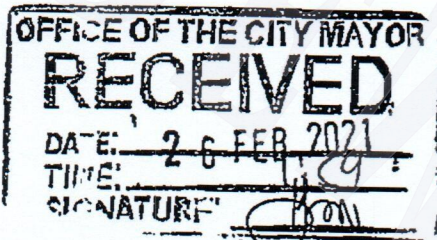
WHEREAS, the PARTIES are fully cognizant of the need to collaborate and forge partnership between and among national government agency and local government unit to address the plight of the child laborers, particularly those in the worst forms and in the blanket ban, through holistic, multi-layered and inter-disciplinary approaches;

WHEREAS, the DSWD Administrative Order No. 14, Series of 2018 entitled "Omnibus Guidelines on Social Technology Development", mandates the DSWD Social Technology Bureau, to develop and enhance customer-driven social protection technologies addressing the current and emerging needs/issues of the poor, vulnerable and disadvantaged individuals, groups or families;

WHEREAS, the DSWD STB - CO with the assistance of the Field Office had developed, pilot tested and evaluated a model of intervention entitled, "Strategic Helpdesks for Information, Education, Livelihood and other Developmental Interventions: SHIELD against Child Labor" to respond to the needs of the child laborers and their families;

WHEREAS, the DSWD recognizes the role of other government agencies and non-government organization in ensuring the success of the implementation of the program, particularly through exchange of vital information, technical assistance, and provision of support services to child laborers and their families;

WHEREAS, the Second Party, agreed to adopt the Strategic Helpdesks for Information, Education, Livelihood and other Developmental Interventions: SHIELD against Child Labor to



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ORMOC CITY LEGAL OFFICE	
Approved	
Drafted by CLO	
Amendments/Revisions	
BY: Atty. Josephine A. Reyes-Corona	DATE: 1/21/2021

Modification underlined
as per opinion by CLO
dated 9/21/2020

MEMORANDUM OF AGREEMENT

ensure protection, optimum participation, growth and development of Child Laborer and their families.

WHEREAS, the First Party provides capability building activities, technical assistance and other activities related to the implementation of the project.

WHEREAS, in line therewith, the **PARTIES** have agreed to execute this Memorandum of Agreement (MOA) that will embody the terms and conditions governing their relationships as set forth below.

NOW, THEREFORE, for and in consideration of the foregoing premises hereunder enumerated, the Parties to the agreement hereby agree that:

SECTION 1: GENERAL PRINCIPLES

1. This MOA defines the roles and responsibilities of the DSWD Field Office and the adopting LGU in implementing the SHIELD against Child Labor program.
2. The Parties shall at all times take all necessary action to cooperate with each other, perform their respective duties and assume their respective responsibilities in order to sustain the implementation of the project.
3. The Parties shall carry out properly all mechanisms, systems and activities in place and ensure adequate resources and technical support which are required in the institutionalization of the project.

SECTION 2: ROLES AND RESPONSIBILITIES OF THE PARTIES

Section 2.1 the DSWD-Field Office ____ shall:

1. Monitor the project implementation in the region and concerned local government unit;
2. Provide technical assistance to concerned LGU in the conduct capability building and other related activities in the implementation of the project;
3. Conduct periodic monitoring on the project implementation in the LGU and provide technical assistance in the submission of reports for consolidation and onward submission to the DSWD Program Management Bureau;
4. Maintain regular meetings of the regional Local Technical Working Group for continuous technical support, monitoring progress and updates of the project, and ensure immediate and effective delivery of services to identified child laborers and their families;

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For the CITY LEGAL COUNSEL
_____ Separate Opinion
_____ policy, moral.
_____ Amendments/Revisions
Atty. Stephen A. Mapa-Romero BY: _____ DATE: FEB 26 2021

See page 1

MEMORANDUM OF AGREEMENT

5. Participate in the regular meeting of the LGU local multi-disciplinary team (MDT);
6. Lobby and recommend the approval Municipal Annual Investment Plan which include fund for the implementation of SHIELD against Child Labor project;
7. Participate in the conduct of project review and evaluation and assist the concerned LGU in the continuous documentation of good practices identified during the implementation of the project;
8. Assist the LGU in providing support services to identified child laborer and their families;
9. Include the success stories of the pilot LGU in the conduct of social marketing of the project to other local government units and civil society organizations in the region.

Section 2.2 the LGU shall:

1. Maintain a permanent Focal Person for the implementation of SHIELD against Child Labor Project;
2. Institutionalize the use of the Child Labor Local Registry (CLLR) System designed by the DSWD and turn-over to the LGU;
3. Provide for a designated workstation/ desktop computer/ laptop for the installation of the CLLR System offline version and ensure the presence of anti-virus and anti-malware applications in the said equipment;
4. Ensure the confidentiality of all documents pertaining to the cases of validated child laborers and store these in locked filing cabinets;
5. Maintain the LGU multi-disciplinary team to ensure immediate and effective delivery of services to identified child laborers and their families.
6. Maintain the full operation of the help desks for child laborers and their families established during the pilot implementation of the project;
7. Ensure immediate provision of services to child laborers in coordination with the multi-disciplinary team;
8. Subject to availability of funds and applicable accounting policies and practices, allocate/provide funds to provide the necessary services to identified beneficiaries, through the Local Social Welfare and Development Office;
9. Ensure that the child laborers and their families were provided support services such as counseling, medical, crisis intervention, educational assistance, among others;

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_____ Separate Opinion	
_____ Not contrary to law, public	
_____ Amendments/Revisions	
BY: _____ City Social Welfare Officer	DATE: FEB 26 2024

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MEMORANDUM OF AGREEMENT

10. Submit periodic report and annual report to DSWD Field Office and Regional Child Labor Committee
11. Maintain the services of Barangay Personnel/Volunteer in their respective areas to support the project implementation and allocate resources for them based on the financial capacity of the LGU.
12. Maintain coordination with employers (including financiers, hacienderos, contractors, among others) to ensure successful implementation of the project.
13. Ensure active participation of the barangay officials, particularly the Barangay Council for the Protection of Children, and community volunteers in the operationalization of the Child Labor Local Registry (CLLR) and Help Desks for Child Laborers.
14. Ensure the sustainability of the project after adoption by ensuring its inclusion in the annual investment plan.

SECTION 3. EFFECTIVITY AND AMENDMENTS TO THIS AGREEMENT

Exception to or matters not covered in this agreement shall be subjected to supplementary memorandum of agreement among parties concerned in consultation with representatives of agencies involved in the foregoing of this document.

This Memorandum of Agreement shall take effect immediately upon signing of the document and shall remain in force until the project is terminated.

IN WITNESS WHEREOF, the Parties through their respective representatives have hereto set their hands on the date and at the place first above written.

Regional Director
DSWD Field Office

Local Chief Executive
Local Government of _____
Province of _____

Witnesses:

HELEN Y. SUZARA
Officer In- Charge
DSWD Social Technology Bureau

Municipal/City Social Welfare
and Development Officer
Local Government of _____

Representative
(From Partner CSO)

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_____ Amendments/Revisions	
BY: <u>Atty. Josephine A. [Signature]</u>	DATE: _____

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MEMORANDUM OF AGREEMENT

FILED

CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

By: Josephine A. Legarza

City Legal Officer

DATE: FEB 26 2021

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following;

NAME	ID. No.	Date/Place Issued

known to me to be the named persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of _____ () pages including this page wherein this Acknowledgement is written, and is signed the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this _____ day of _____ 2020 at _____, Philippines.

NOTARY PUBLIC _____

Doc. No. _:
Page No. _:
Book No. _:

MEMORANDUM OF AGREEMENT

Series of 2020

REVIEWED

CITY LEGAL OFFICE

Reviewed

Separate Opinion

Noted by CLO

Contrary to law, public policy, moral.

Amendments/Revisions

City Legal Officer DATE: 11/11/2020

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