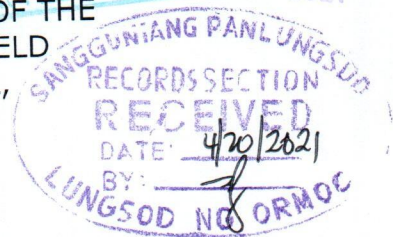
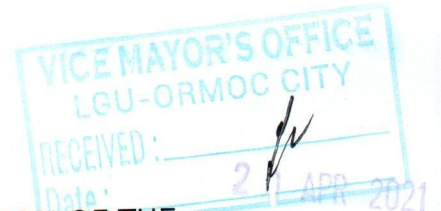


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC

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 APRIL 20, 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,

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

Joan Marbie C. Simbajon,

Ex-Officio SP Member, Chapter President,

Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2021-102

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN THE
MEMORANDUM OF UNDERSTANDING (MOU) AND THE
INTERNSHIP AGREEMENT RELATIVE TO THE
DEPARTMENT OF LABOR AND EMPLOYMENT -
GOVERNMENT INTERNSHIP PROGRAM (DOLE-GIP).**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated April 19, 2021 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 Understanding (MOU) and the Internship Agreement relative to the Department of Labor and Employment - Government Internship Program (DOLE-GIP). Further requesting that this matter be treated as EXTREMELY URGENT, a copy of the MOU is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Annotation dated April 19, 2021, the City Legal Office finds nothing legally objectionable in the said MOU 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, the DOLE RO8 and the GIP Partner/Employer have agreed to enter into an understanding for the purpose of achieving the goals of the Government Internship Program of the DOLE, that is, to provide opportunities and engage young workers to serve the general public in government agencies/entities at the national and local level;

WHEREAS, the DOLE RO8 as the implementer of the GIP undertakes to provide and assign interns-beneficiaries to the GIP Partner/Employer's office to perform tasks and duties within those prescribed under Department Order No. 204, S. 2019;

WHEREAS, the subject MOU 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 joint motion of SP Member Nolito M. Quilang, Chairman, Committee on Employment, Livelihood, and Manpower Development and SP Member Benjamin S. Pongos, Jr. Chairman, Committee on Laws and Ordinances, seconded by SP Members Roiland H. Villasencio, Vincent L. Rama, Lalaine A. Marcos, Gregorio G. Yrastorza III, Tomas R. Serafica, Peter M. Rodriguez and Jasper M. Lucero; 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 UNDERSTANDING (MOU) AND THE INTERNSHIP AGREEMENT RELATIVE TO THE DEPARTMENT OF LABOR AND EMPLOYMENT – GOVERNMENT INTERNSHIP PROGRAM (DOLE-GIP);

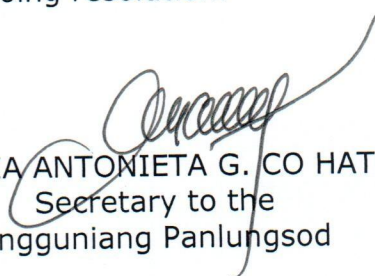
ADOPTED, April 20, 2021.

RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Understanding (MOU) 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; PESO, DOLE R8; 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 UNDERSTANDING

This Memorandum of Understanding (the Memorandum) made this ____ day of _____, 2021, by and between the:

DEPARTMENT OF LABOR AND EMPLOYMENT through DOLE RO8 Regional Director **HENRY JOHN S. JALBUENA**, hereinafter referred to as DOLE RO8; and the

LOCAL GOVERNMENT UNIT OF ORMOC (LGU ORMOC), with principal address at City Hall, Aunubing St., Brgy. Cogon, Ormoc, represented by **MAYOR RICHARD I. GOMEZ**, and hereinafter referred to as the Government Internship Program (GIP) Partner/Employer;

WITNESSETH, that:

WHEREAS, the DOLE RO8 and the GIP Partner/Employer have agreed to enter into an understanding for the purpose of achieving the goals of the Government Internship Program of the DOLE, that is, to provide opportunities and engage young workers to serve the general public in government agencies/entities at the national and local level;

WHEREAS, the DOLE RO8 as the implementer of the GIP undertakes to provide and assign the interns-beneficiaries to the GIP Partner/Employer's office to perform tasks and duties within those prescribed under Department Order No. 204, series of 2019;

NOW, THEREFORE, this Memorandum of Understanding is executed to set forth the duties and obligation of the parties hereto, including the terms and conditions of the MOU with respect to the implementation of the DOLE-GIP.

PURPOSE:

1. To implement the DOLE-GIP in cooperation and partnership with other government agencies, and instrumentalities to promote the youth's exposure to public service.

OBLIGATIONS OF DOLE-RO8:

1. To process and pay the stipend/allowance of the intern equivalent to the highest prevailing minimum wage in the Region for the services rendered to the GIP Partner/Employer;

2. To process and remit the one-time payment of contribution/premium of the intern to

REVIEWED by GSIS;

ORMOC CITY LEGAL OFFICE adopt a scheme/method in processing the payment of the intern's stipend/allowance using any mode/form of payment most efficient and/or expeditious for the intern's benefit; and

Approved

Separate Opinion and transmit to the GIP Partner/Employer the identification card/ID of the intern indicating that he/she is an avalee/beneficiary of the DOLE-GIP.

Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

Atty. Joseph A. Mejia-Ra
City Legal Officer

DATE: 4/9/2021

FOR ENDORSEMENT FOR SP AUTHORITY/
TO SAGN 4/19/2021

OBLIGATION OF GIP PARTNER/EMPLOYER

In addition to applicable Civil Service and/ or labor rules and regulations, the GIP Partner/Employer shall:

1. Ensure that the Intern will not be exposed to any hazardous undertaking/s specifically provided under the Anti-Child Labor Law and other pertinent laws relevant thereto;
2. Submit to the DOLE-RO8 the time record of the intern on the 16th and 1st day of the succeeding month for the processing of payment of the intern's allowance;
3. Submit a report to the DOLE-RO, a complete and/or updated record of all the intern assigned in their office/department. A special report shall be submitted to the DOLE-RO, in case of termination of the intern prior to the completion of the six-month internship agreement, same with the intern's voluntary termination of the same, specifically stating the reasons for such termination. The report shall be duly signed by the immediate supervisor of the intern/s.

This **MEMORANDUM OF UNDERSTANDING** shall retroactively apply from _____ and until the completion by all the interns assigned to the GIP Partner/Employer of their six-month internship Agreement with the Department of Labor and Employment Regional Office No. 8 through Regional **YAHYA A. CENTI**.

Signed this _____ day of _____ 2020 in _____,

HENRY JOHN S. JALEBUENA
Regional Director
DOLE-RO8

RICHARD I. GOMEZ, DPA
Mayor
LGU Ormoc

By Authority of the Regional Director:

FO Head

REVIEWED

ORMOC CITY LEGAL OFFICE

ACKNOWLEDGEMENT

Approved: _____ (REPUBLIC OF THE PHILIPPINES)

) S.S

Separate Opinion

BEFORE ME, this _____ in _____, a notary Public for and in the
Drafted by: _____ Jurisdiction, personally appeared the following:

Not contrary to laws, public
policy, moral.

Amendments/Revisions

Atty. Joseph A. Maja-Rome
City Legal Officer

BY: _____ DATE: 4/9/2021

SEE PAGE 1

PARTY	COMPETENT EVIDENCE OF IDENTITY
Henry John S. Balbuena	
Richard I. Gomez, DPA	

Known to me to be the same 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 three (3) pages including this page wherein this acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, on the date and place above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021.

REVIEWED

ORMOC CITY LEGAL OFFICE

☐ Approved

☐ Separate Opinion

☐ Drafted by CLO

☒ Not contrary to laws, public policy, moral.

☒ Amendments/Revisions

Atty. Josephine M. Mendiola
City Legal Officer

BY: DATE: 4/9/2021

SEE PAGE 1