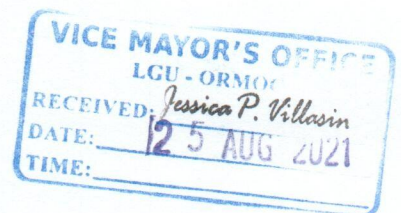
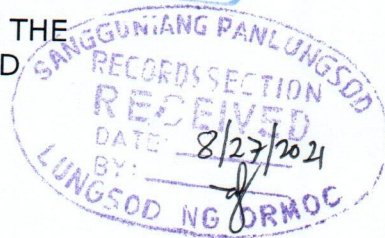


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 AUGUST 24, 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,
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
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

ON LEAVE:

Lalaine A. Marcos,

SP Member

RESOLUTION NO. 2021-239

**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) WITH THE
PHILIPPINE RED CROSS (PRC) AND THE
DEPARTMENT OF EDUCATION (DEP ED) DIVISION OF
ORMOC RELATIVE TO THE POST-HAIYAN CHAPTER
DEVELOPMENT PROJECT IN ORMOC CITY THAT
COVERS FIFTEEN (15) BARANGAYS, NAMELY:
LIBERTY, MAHAYAHAY, GUINTIGUI-AN, SABANG
BAO, BAYOG, RM TAN, MAS-IN, SAN JUAN,
MANLILINAO, NAUNGAN, LAO, LILOAN, DON
POTENCIANO LARRAZABAL, LICUMA, AND
MONTERICO.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated March 4, 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 Agreement (MOA) with the Philippine Red Cross (PRC) and the Department of Education (Dep Ed) Division of Ormoc relative to the Post-Haiyan Chapter Development Project in Ormoc City that covers fifteen (15) Barangays, namely: Liberty, Mahayahay, Guintigui-an, Sabang Bao, Bayog, R.M. Tan, Mas-in, San Juan, Manlilinao, Naungan, Lao, Liloan, Don Potenciano Larrazabal, Licuma, and Monterico, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Opinion dated February 26, 2021, 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 interests of Ormoc City;

WHEREAS, the Philippine Red Cross (PRC) is a premier humanitarian organization in the country committed to provide six (6) major services – Blood Services, Disaster Management Services, Safety Services, Health Services, Welfare Services, Red Cross Youth and Volunteers Services – which protect the life and dignity of the Philippines;

WHEREAS, the National Disaster Risk Reduction and Management Plan (2011-2028) integrates Disaster Preparedness as one of its thematic areas, to establish and strengthen capacities of communities to anticipate, cope, and recover from the negative impacts of emergency occurrences and disasters that will lead to a safer, adaptive, and disaster resilient Filipino communities towards sustainable development;

WHEREAS, the City of Ormoc was identified as one of the beneficiaries of the Post Haiyan Project in consideration of its high vulnerability to natural and human induced disasters, its level of acceptance of Red Cross programs, the desire of the community to improve their situation and its receptivity of the project;

WHEREAS, the Post Haiyan Project aims to contribute to the improvement on disaster preparedness and response mechanisms in the City of Ormoc through the identified (15) recipient/target barangays;

WHEREAS, the selection and assessment of the recipient or target barangays, namely: Liberty, Mahayahay, Guintigui-an, Sabang Bao, Bayog, R.M. Tan, Mas-in, San Juan, Manlilinao, Naungan, Lao, Liloan, Don Potenciano Larrazabal, Licuma, and Monterico were done by PRC-Ormoc, together with the CDRMO and the Schools District Supervisor, based on the criteria set;

WHEREAS, the participation of the Dep Ed Ormoc Division is for the establishment of Red Cross Youth Councils in the recipient/target barangays;

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 for the purpose of improving disaster preparedness and emergency response by training a number of residents of the identified calamity-prone barangays, thereby, serving 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, Vice-Chairman, Committee on Laws and Ordinances and SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Public Safety and Disaster Management, severally seconded by SP Members Roiland H. Villasencio, Vincent L. Rama, Joan Marbie C. Simbajon, Peter M. Rodriguez, Esteban V. Laurente, Tomas R. Serafica and Gregorio G. Yrastorza III; 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) WITH THE PHILIPPINE RED CROSS (PRC) AND THE DEPARTMENT OF EDUCATION (DEP ED) DIVISION OF ORMOC RELATIVE TO THE POST-HAIYAN CHAPTER DEVELOPMENT PROJECT IN ORMOC CITY THAT COVERS FIFTEEN (15) BARANGAYS, NAMELY: LIBERTY, MAHAYAHAY, GUINTIGUI-AN, SABANG BAO, BAYOG, RM TAN, MAS-IN, SAN JUAN, MANLILINAO, NAUNGAN, LAO, LILOAN, DON POTENCIANO LARRAZABAL, LICUMA, AND MONTERICO;

ADOPTED, August 24, 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; PRC-Ormoc Chapter; DepEd, Ormoc City Division; the CDRMO; the President, Liga ng mga Barangay ng Ormoc; the Fifteen (15) recipient/target barangays; 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 is executed and entered into by and between:

PHILIPPINE RED CROSS, an independent, autonomous, non-governmental organization duly existing by virtue of the laws of the Republic of the Philippines, with its National Headquarters located at No. 37 EDSA corner Boni Avenue, Mandaluyong City, represented by its Secretary General, **ELIZABETH S. ZAVALLA** hereafter referred as "PRC".

And

CITY GOVERNMENT UNIT OF ORMOC, a local government unit existing and by virtue of the laws of the Republic of the Philippines and the powers bestowed by the 1991 Local Government Code (LGC), represented herein by its Local Chief Executive, **Honorable RICHARD I. GOMEZ, MBA**, duly authorized to enter this Deed pursuant to Sangguniang Panlungsod Resolution No. _____, hereinafter referred to as the "LGU-ORMOC".

And

The **DEPARTMENT OF EDUCATION DIVISION OF ORMOC CITY**, a primary government instrumentality with its Ormoc District Office located at Narra St. Brgy Don Felipe, Ormoc City, and represented in this act by its Division Superintendent, **LANI H. CERVANTES**, hereinafter referred to as "DepEd-Ormoc Division"

WITNESSETH:

WHEREAS, the Philippine Red Cross (PRC) is a premier humanitarian organization in the country committed to provide six (6) major services – Blood Services, Disaster Management Services, Safety Services, Health Services, Welfare Services, Red Cross Youth and Volunteers Services- which protect the life and dignity of the Philippines.

WHEREAS, the National Disaster Risk Reduction and Management Plan (2011-2028) integrates Disaster Preparedness as one of its thematic areas, to establish and strengthen capacities of communities to anticipate, cope and recover, from the negative impacts of emergency occurrences and disasters that will lead to a safer, adaptive and disaster resilient Filipino communities towards sustainable development;

WHEREAS, the PRC, supported by the American Red Cross, (PRC-ARC, for brevity) proposes to implement the Post Haiyan Chapter Development Projects, (Post Haiyan Project, for brevity) with the goal: "Communities and Households in Haiyan affected areas will be more resilient to natural hazards with nine (9) PRC Chapters that are better managed and able to provide services to the most vulnerable";

WHEREAS, the City of Ormoc was identified as one of the beneficiaries of the Post Haiyan Project in consideration of its high vulnerability to natural and human induced disasters, its level of acceptance of Red Cross programs, the desire of the community to improve their situation and its receptivity to the project;

WHEREAS, the Post Haiyan Project aims to contribute to the improvement on disaster preparedness and response mechanisms in the City of Ormoc through the identified fifteen (15) recipient/target barangays;

WHEREAS, the selection and assessment of the recipient or target barangays namely: (1) Brgy. Bayog, (2) Brgy. Don Potenciano, (3) Brgy. Guintigui-an, (4) Brgy. Lao, (5) Brgy. Liberty, (6) Brgy. Licuma, (7) Brgy. Lilo-an, (8) Brgy. Mahayahay, (9) Brgy. Manlilinao, (10) Brgy. Mas-in, (11) Brgy. Monterico, (12) Brgy. Naungan, (13) Brgy. R.M. Tan, (14) Brgy. Sabang Bao, (15) Brgy. San Juan, was done by PRC Ormoc, together with the CDRRMO and the Schools District Supervisor, based on the criteria set by PRC-ARC and the prioritization determined by PRC Ormoc and LGU Ormoc;

WHEREAS, the effective and successful implementation of the **PRC-ARC Post Haiyan Project** requires the support of the community and local government unit.

WHEREAS, the participation of the DepEd Ormoc Division is for the establishment of Red Cross Youth Councils in the recipient/target barangays.

NOW THEREFORE, for and in consideration to the foregoing, the parties hereby agree to undertake their responsibilities as follows:

ARTICLE I. **Subject of the Agreement**

The purpose of this Agreement is for the implementation of the Post Haiyan Chapter Development Program, with the goal of developing nine (9) PRC Chapters in Haiyan affected communities and households, to be able to provide services to the most vulnerable, so they will be more resilient to natural hazards.

ARTICLE II. **Effectivity of the Agreement/Terminal Clause**

This Agreement shall take effect on the date of its execution and shall be valid until September 30, 2022, subject to renewal upon mutual agreement of the parties. Either party may terminate this Agreement at any time upon service by the terminating party of a written notice 30 days prior to the intended date of termination.

If the termination is based on breach of this agreement on the part of either party, the parties shall undertake to resolve the said breach within thirty (30) days from written notice by the offended party to the breaching party. Such period for resolution may be extended, as necessary. If such breach cannot be resolved, the offended party may terminate the agreement by sending a written notice to the breaching party at least five (5) days before the intended date of termination. Breach, as used in this agreement, does not connote simple breach but gross or repeated violations.

ARTICLE III. **Obligations of the Parties**

The parties shall perform their respective roles and responsibilities as follows:

1. Organize Barangay DM teams and provide capacity-building activities to the members,
2. Organize RED CROSS 143 in 15 Barangays mentioned above.
3. Provide team equipment to barangay DM teams according to PRC standard list.
4. Conduct Baseline Survey and monitor activities to assess hazards, risk, CCA aspects.
5. Develop Contingency Plan for the Barangay Level and facilitate the drills and simulations, dissemination campaigns and Household Planning.
6. Conduct sensitization and awareness-raising activities on inclusive and DRR and the effects of Climate Change.
7. Develop Local Disaster Risk Reduction networks for advocacy and capacity building with local government bodies.
8. Conduct training for Community and School-based DRRM Training in climate smart DRR for FREE supported by American Red Cross.
9. Develop school based DRRM Plans;
10. Develop and implement activities on DRR and CCA aspects, mainstreaming disability and gender approach with the aim to link schools and communities.
11. Conduct multi-sectoral workshops to integrate School DRRM Plans into the annual local government DRRM and Development Plan at Barangay.
12. Establish specific partnership agreement with the LGU and schools, based on the approved plan and budget in accordance with policies.
13. Monitor and document the progress of the program and maintain a feedback mechanism to all partners.
14. Provide the LGU-ORMOC with the "End of Project Terminal Report" after project completion.

B. Obligations of LGU Ormoc. In addition to its other obligations mentioned elsewhere in this Agreement, LGU-Ormoc shall:


1. Designate at least One (1) focal personnel from the City Disaster Risk Reduction & Management Office (CDRRMO) who will be coordinating and assisting directly with the PRC Project Officer for the duration of the project implementation.
2. Ensure an integrated approach implementation of the project by involving all line agencies/sectors or instrumentalities down to the barangay level.
3. Subject to availability of CDRRM facilities and training equipment provide utilization for the same as counterpart for the trainings and other relevant project activities.
4. Subject to availability of resources and applicable accounting principles and practices, co-fund to purchase DRR equipment for beneficiaries on barangay and school level;
5. Participate in the planning, implementation, monitoring, and evaluation of the project.
6. Help sustain the project through the integration of the Barangay Disaster Management Plans (BDMPs) and School Disaster Action Plans (SDAPs) in the City Development Plan, including the replication of the project;
7. Support other programs/activities of the PRC such as blood donation, community health and annual fund campaign through membership drive.
8. Support and commit the recruitment of RC 143 volunteers across the AoR and registration of MAAB.

C. Obligations of DepEd-Ormoc Division. In addition to its other obligations mentioned elsewhere in this Agreement, DepEd-Ormoc Division shall:

2. Make available the identified teachers and students for planned Disaster Risk Reduction and Disaster Preparedness and Response training and activities.
3. Conduct drills, simulation activities and first aid demonstrations, to ensure the continuity of Disaster Risk Reduction education.
4. Implementation of school climate change adaptation activities, including but not limited to tree planting, drainage canal clean up; malaria and dengue clean up;
5. Conduct of Red Cross youth programs including but not limited to Y-ADAPT, WINS, LDP.
6. Participate in the planning, implementation, monitoring and evaluation of the DRR School disaster risk reduction activities.
7. Participate in multi-sectorial workshop, advocacy campaigns to create networks between different partners and stakeholders.
8. Help sustain the programs implemented in each school through incorporation of disaster risk reduction information and activities in the school subject/curricula,
9. Creation of school Disaster Management Plans with early warning system and similar replication in other schools.
10. Support all the activities of the PRC including but not limited to service delivery, blood donation, MAAB registration and fund-raising.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have signed this instrument on the date and at the place indicated below their respective names.


For the Philippine Red Cross


ELIZABETH S. ZAVALLA
Secretary General, PRC, NHQ
31-7

For the City Government of Ormoc:

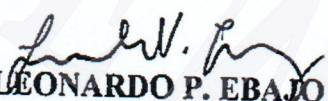
RICHARD I. GOMEZ, D.P.A.
City Mayor, Ormoc City

For the DepEd-Ormoc Division:

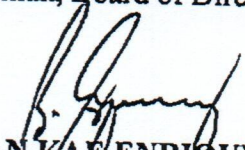

LANI H. CERVANTES
Division Superintendent

SIGNED IN THE PRESENCE OF:

JESSICA T. ABIT
Officer-In-Charge


LEONARDO P. EBAÑO
Director
Disaster Management Services

ATTY. ARI G. LARRAZABAL
Chairman, Board of Directors


BRIAN KAE ENRIQUEZ
Head, Chapter Development

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of Ormoc, Philippines, on this day
of _____, 2021 personally appeared.

1. ELIZABETH S. ZAVALLA
2. RICHARD I. GOMEZ
3. LANI H. CERVANTES

All known to me to be the same persons who executed the foregoing agreement and who acknowledged to me that the same is their free and voluntary act and deed, and that of the entities they represent.

This instrument is a MEMORANDUM OF AGREEMENT consisting of Five (5) pages including the page on which this Acknowledgement is written signed at the bottom thereof by the representative of the party and his instrumental witnesses.

WITNESS MY HAND AND SEAL on the date and place first mentioned.

Doc. No. _____

Page No. _____

Book No. _____

Series of 2021.

