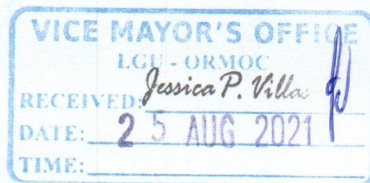
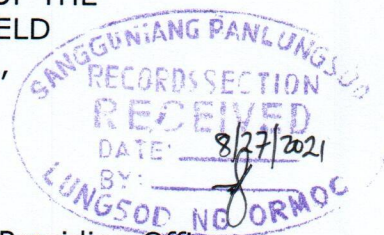


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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

Joan Marbie C. Simbajon,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON LEAVE:

Lalaine A. Marcos,

SP Member

RESOLUTION NO. 2021-242

**A RESOLUTION GRANTING OMNIBUS AUTHORITY TO
THE CITY MAYOR RICHARD I. GOMEZ OR THE
ACTING CITY MAYOR TO ENTER INTO AND SIGN THE
MEMORANDUM OF AGREEMENT (MOA) FOR THE ON-
THE-JOB (OJT)/SUPERVISED INDUSTRY TRAINING
(SIT) PROGRAM OF TECHNICAL EDUCATION AND
SKILLS DEVELOPMENT CENTER (TESDC) WITH
PARTNER ENTERPRISE/S.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated July 27, 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 omnibus authority to sign the Memorandum of Agreement (MOA) for the On-The-Job (OJT)/Supervised Industry Training (SIT) program of Technical Education And Skills Development Center (TESDC) with Partner Enterprise/s, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Annotation dated June 23, 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, TESDC was established through City Ordinance No. 002, Series of 2019 to help and assist the underprivileged or indigent constituents of Ormoc to acquire or strengthen their technical skills that will enhance their employability in the job market;

WHEREAS, the LGU-Ormoc, through the TESDC, finds it necessary to immerse its students' in actual work environments in order to ensure the readiness of its graduates for jobs relevant to their courses;

WHEREAS, the Technical Education and Skills Development Authority (TESDA) Circular No. 089, Series of 2019 that Supervised Industry Training (SIT)/On-the-Job Training is designed to enhance the knowledge, skills, attitude of the learners/trainees through actual experience in the workplace;

WHEREAS, Ormoc Technical Education and Skills Development Center (TESDC) provides technical vocational qualifications in Shielded Metal Arc Welding (SMAW II) NC I and NC II, Gas Tungsten Arc Welding (GTAW) NC II, Electrical Installation and Maintenance (EIM) NC II, Automotive Servicing (ATS) NC I;

WHEREAS, subject courses require skills application in prescribed number of hours in its training to optimize learning;

WHEREAS, LGU-Ormoc presently lacks the facility and manpower to administer and supervise skills training requisite of subject courses;

WHEREAS, the partner enterprise implements industry-standard services which primarily require skills learned in subject TESDC courses;

WHEREAS, the partner enterprise considers it also as an opportunity to be able to observe the performance of the students as recruitment strategy of the company;

WHEREAS, trainees will be able to adopt or develop skills during the training program that will open the door to better employment opportunities;

WHEREAS, the partner enterprise is engaged to augment LGU Ormoc's training facility;

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 purpose of improving employment opportunities of the trainees by refining their technical skills in an industry-standard establishment, 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, Chairman, Committee on Employment, Livelihood, and Manpower Development and SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws & Ordinances, 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 OMNIBUS AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) FOR THE ON-THE-JOB (OJT)/SUPERVISED INDUSTRY TRAINING (SIT) PROGRAM OF TECHNICAL EDUCATION AND SKILLS DEVELOPMENT CENTER (TESDC) WITH PARTNER ENTERPRISE/S;

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; TESDC; the partner enterprise; 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:

The CITY GOVERNMENT OF ORMOC, through ORMOC TECHNICAL EDUCATION AND SKILLS DEVELOPMENT CENTER a LGU-run TECHNICAL VOCATIONAL INSTITUTION duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at Aunubing St., Brgy. Cogon, Ormoc City, Leyte, represented by its CITY MAYOR, HON. RICHARD I. GOMEZ, herein referred to as the "LGU-ORMOC";

And

_____ is a duly registered corporation or business entity and auxiliary works company, duly organized and existing under and by virtue of the laws of the Philippines with office/business address at _____ herein referred to as the "PARTNER ENTERPRISE" represented herein by its _____;

WITNESSETH

WHEREAS, TESDC was established through City Ordinance No. 002 series of 2019 to help and assist the underprivileged or indigent constituents of Ormoc to acquire or strengthen their technical skills that will enhance their employability in the job market;

WHEREAS, LGU-ORMOC, through the TESDC, finds it necessary to immerse its students' in actual work environments in order to ensure the readiness of its graduates for jobs relevant to their courses;

WHEREAS, Technical Education and Skills Development Authority (TESDA) Circular No. 089 series of 2019 that Supervised Industry Training (SIT)/ On-the-Job Training is designed to enhance the knowledge, skills and attitude of the learners/trainees through actual experience in the workplace;


WHEREAS, Ormoc Technical Education & Skills Development Center provides technical vocational qualifications in Shielded Metal Arc Welding (SMAW) NC I and NC II, Gas Tungsten Arch Welding (GTAW) NC II, Electrical Installation and Maintenance (EIM) NC II, Automotive Servicing (ATS) NC I;

WHEREAS, subject courses requires skills application in prescribed number of hours in its training to optimize learning;

WHEREAS, LGU ORMOC lacks the facility and manpower to administer and supervise skills training requisite of subject courses;

WHEREAS, "PARTNER ENTERPRISE" is engaged in _____ which services primarily require skills learned in subject TESDC courses;

WHEREAS, "PARTNER ENTERPRISE" implements industry standard in services rendered;

REVIEWED
ORMOC CITY LEGAL OFFICE
Approved
Separate Opinion
Ordinary to law, public policy, moral
Amendments/Revisions
BY:  DATE: 13 / 11 / 21

WHEREAS, "PARTNER ENTERPRISE" considers it also as an opportunity to be able to observe the performance of the students as recruitment strategy of the company;

WHEREAS, trainees will be able to adopt or develop skills during the training program that will open the door to better employment opportunities;

WHEREAS, PARTNER ENTERPRISE is engaged to augment LGU Ormoc's training facility;

NOW THEREFORE, in consideration of the mutual covenants and agreements made herein by officials for each party, the parties enter into an agreement for Supervised Industry Training/On-the-Job Training of trainees under the following terms and conditions, to wit:

A. Duties and responsibilities of LGU-ORMOC:

1. Send students for practical training, relevant to their respective courses, to PARTNER ENTERPRISE for a minimum duration of:
 - 300 hrs of Practical Training for the Shielded Metal Arc Welding (SMAW NC I) and Shielded Metal Arc Welding (SMAW NCII);
 - 280 hrs of Practical Training for the Electrical Installation and Maintenance (EIM NC II);
 - 300 hrs of Practical Training for the Gas Tungsten Arc Welding (GTAW) NC II
 - 280 hrs of Practical Training for the Automotive Servicing (ATS) NC I;
2. Issue an official endorsement for the well-being of the Learner which shall be used by the PARTNER ENTERPRISE for processing the learner's application for the training;
3. Provide the Learner undergoing the training with the basic orientation on work values, behavior, and discipline to ensure smooth cooperation with the PARTNER ENTERPRISE;
4. Submit a rotation plan for student practicum as approved by the PARTNER ENTERPRISE;
5. Designate a Program Coordinator who shall make onsite visit/follow ups to the PARTNER ENTERPRISE during the training period and evaluate the Learner's progress based on the training plan and discuss training problems;
6. Furnish the PARTNER ENTERPRISE the following documents:
 - Resume
 - Consent and waiver from parents, for those students below age of majority
 - Trainees Record Book (TRB);
7. Together with the students and parents concerned, renounce and waive any claim against the PARTNER ENTERPRISE on any injury that the students may sustain or suffer in the course of the training due to latter's negligence or failure to follow company rules and policies;
8. Ensure that the Learner has an on-and-off the campus insurance coverage within the duration of the training as part of the training fee;

9. The LGU-ORMOC shall have the discretion to pull out the Learner if there is an apparent risk and/or exploitation on the rights of the Learner;

B. Duties and Responsibilities of the PARTNER ENTERPRISE

10. The PARTNER ENTERPRISE may grant certain incentives (i.e. food, accommodations, transportation allowance) to the Learner in accordance with the PARTNER ENTERPRISE'S existing rules and regulations provided it will be beneficial for the learners/trainees;
11. Provide actual job experience and training to student trainees (knowledge, skills and right attitudes) relevant to their respective courses and will match the current industry requirements;
12. The PARTNER ENTERPRISE ensure that the learners/trainees will render eight (8) hours of work time with one (1) hour break per training day for the whole training duration;
13. Designate a supervisor to observe, coordinate, supervise and report on the implementation of the Project Curriculum, for this purpose, the PARTNER ENTERPRISE represents that the designated supervisor is technically equipped to render above role, and those necessary to the fulfillment thereof;
14. Coordinate with TESDC in cases of termination of the training hours of the student-trainees who do not comply with Company Rules and Regulations of the PARTNER ENTERPRISE and does not behave according to the standards set by the PARTNER ENTERPRISE; and
15. Provide the student-trainee with a certificate of completion. This certification shall certify to the effect that the total number of hours have been complied with, as well as the general evaluation or assessment of the Student Trainee's performance.

C. Common Provisions

16. There will be "No Employer-Employee Relationship between the trainee and the PARTNER ENTERPRISE" and the latter is therefore not entitled to labor standard benefits within the contemplation of the law.
17. The PARTNER ENTERPRISE is free from all or any liability, should the student-trainee suffer illness or sustain injury while inside the company premises if such injury was sustained due to the failure of the latter to observe and follow company policies, rules, regulations, safety procedures and the likes.
18. The PARTNER ENTERPRISE have the option to hire or employ the Learner, provided that the Learner had finished complying with the duration of the training program;
19. The trainee and his/her parent or any legal guardian if applicable shall accomplish a waiver for the purpose of the OJT.

RECEIVED
DATE
TIME
BY
Signature
Remarks/Revisions

20. The PARTIES shall exert efforts to ensure that the training shall be conducted in accordance with the provisions of the Labor Code and other pertinent laws. It shall be their joint obligation to see to it that the Learner will not be subjected to exploitation;
21. Any violation of the foregoing covenants will warrant the cancellation of the Memorandum of Agreement by the non-breaching party within thirty (30) days upon notice to the other party;

This Memorandum of Agreement shall become effective upon signature of both parties and implementation will begin immediately and shall continue to be valid hereafter until written notice is given by either party, thirty (30) days prior to the date of intended termination.

IN WITNESS WHEREOF, the parties hereunto set their hands this _____ at Ormoc City, Leyte, Philippines.

CITY GOVERNMENT OF ORMOC

Represented by:

Represented by:

RICHARD I. GOMEZ
City Mayor

(Position)/(Owner)

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
APR 1 1964
WASHINGTON, D. C.
✓
J. Edgar Hoover
Director

ACKNOWLEDGEMENT

Republic of the Philippines)
Ormoc City.....)

BEFORE ME, a Notary Public for and in above jurisdiction on this
____ day of _____ personally appeared:

NAME	ID NO.	DATE	PLACE OF ISSUE

All known to me and known to be the same persons who
executed the foregoing Memorandum of Agreement and acknowledgement that
the same are in their free act deed.

WITNESS MY HAND AND NOTORSEAL, on the date and place
mentioned above.

Doc. No. _____
Page No. _____
Book No. _____
Series of 20____;



MEMORANDUM OF AGREEMENT
KNOW ALL MEN BY THESE PRESENTS:

The **CITY GOVERNMENT OF ORMOC**, through **ORMOC TECHNICAL EDUCATION AND SKILLS DEVELOPMENT CENTER** a LGU-run **TECHNICAL VOCATIONAL INSTITUTION** duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at Aunubing St., Brgy. Cogon, Ormoc City, Leyte, represented by its **CITY MAYOR, HON. RICHARD I. GOMEZ**, herein referred to as the "**LGU-ORMOC**";

And

ABARICO AUTO REPAIR SHOP is a duly registered corporation or business entity and auxiliary works company, duly organized and existing under and by virtue of the laws of the Philippines with office/business address at **PUROK 8, BRGY. LINAO, ORMOC CITY** herein referred to as the "**PARTNER ENTERPRISE**" represented herein by its **PROPRIETOR, EDDIEREZ V. ABARICO**;

WITNESSETH

WHEREAS, TESDC was established through City Ordinance No. 002 series of 2019 to help and assist the underprivileged or indigent constituents of Ormoc to acquire or strengthen their technical skills that will enhance their employability in the job market;

WHEREAS, LGU-ORMOC through the TESDC finds it necessary to immerse its students' in actual work environments in order to ensure the readiness of its graduates for jobs relevant to their courses;

WHEREAS, Technical Education and Skills Development Authority (TESDA) Circular No. 089 series of 2019 that Supervised Industry Training (SIT)/ On-the-Job Training is designed to enhance the knowledge, skills and attitude of the learners/trainees through actual experience in the workplace;

WHEREAS, Ormoc Technical Education & Skills Development Center provides technical vocational qualifications in Shielded Metal Arc Welding (SMAW) NC I and NC II, Electrical Installation and Maintenance (EIM) NC II, Automotive Servicing (ATS) NC I and NC II;

WHEREAS, subject courses require skills application in prescribed number of hours in its training to optimize learning;

WHEREAS, LGU ORMOC lacks the facility and manpower to administer and supervise skills training requisite of subject courses;

WHEREAS, "PARTNER ENTERPRISE" is engaged on Auto Repair, Car/Auto Body Building and Painting, Over-hauling works which services primarily require skills learned in subject TESDC courses;

WHEREAS, "PARTNER ENTERPRISE" implements industry standard in services rendered;

WHEREAS, "PARTNER ENTERPRISE" considers it also as an opportunity to be able to observe the performance of the students as recruitment strategy of the company;

WHEREAS, trainees will be able to adopt or develop skills during the training program that will open the door to better employment opportunities;

WHEREAS, "**ABARICO AUTO REPAIR SHOP**" is engaged to augment LGU Ormoc's training facility;

NOW THEREFORE, in consideration of the mutual covenants and agreements made herein by officials for each party, the parties enter into an agreement for Supervised Industry Training/On-the-Job Training of trainees under the following terms and conditions, to wit:

A. Duties and responsibilities of LGU-ORMOC:

1. Send students for practical training, relevant to their respective courses, to PARTNER ENTERPRISE for a minimum duration of:
 - 300 hrs of Practical Training for the Shielded Metal Arc Welding (SMAW NC I) and Shielded Metal Arc Welding (SMAW NCII);
 - 300 hrs of Practical Training for the Electrical Installation and Maintenance (EIM NC II);
 - 300 hrs of Practical Training for the Automotive Servicing (ATS) NC I and NC II;
2. Issue an official endorsement for the well-being of the Learner which shall be used by the PARTNER ENTERPRISE for processing the learner's application for the training;
3. Provide the Learner undergoing the training with the basic orientation on work values, behavior, and discipline to ensure smooth cooperation with the PARTNER ENTERPRISE;
4. Submit a rotation plan for student practicum as approved by the PARTNER ENTERPRISE;
5. Designate a Program Coordinator who shall make onsite visit/follow ups to the PARTNER ENTERPRISE during the training period and evaluate the Learner's progress based on the training plan and discuss training problems;
6. Furnish the PARTNER ENTERPRISE the following documents:
 - Resume
 - Consent and waiver from parents, for those students below age of majority
 - Trainees Record Book (TRB);
7. Together with the students and parents concerned, renounce and waive any claim against the PARTNER ENTERPRISE on any injury that the students may sustain or suffer in the course of the training due to latter's negligence or failure to follow company rules and policies;
8. Ensure that the Learner has an on-and-off the campus insurance coverage within the duration of the training as part of the training fee;
9. The LGU-ORMOC shall have the discretion to pull out the Learner if there is an apparent risk and/or exploitation on the rights of the Learner;

B. Duties and Responsibilities of the PARTNER ENTERPRISE

10. The PARTNER ENTERPRISE may grant certain incentives (i.e. food, accommodations, transportation allowance) to the Learner in accordance with the PARTNER ENTERPRISE'S existing rules and regulations provided it will be beneficial for the learners/trainees;
11. Provide actual job experience and training to student trainees (knowledge, skills and right attitudes) relevant to their respective courses and will match the current industry requirements;
12. The PARTNER ENTERPRISE ensure that the learners/trainees will render eight (8) hours of work time with one (1) hour break per training day for the whole training duration;
13. Designate a supervisor to observe, coordinate, supervise and report on the implementation of the Project Curriculum, for this purpose, the PARTNER ENTERPRISE represents that the designated supervisor is technically equipped to render above role, and those necessary to the fulfillment thereof;
14. Coordinate with TESDC in cases of termination of the training hours of the student-trainees who do not comply with Company Rules and Regulations of the PARTNER ENTERPRISE and does not behave according to the standards set by the PARTNER ENTERPRISE; and
15. Provide the student-trainee with a certificate of completion. This certification shall certify to the effect that the total number of hours have been complied with, as well as the general evaluation or assessment of the Student Trainee's performance.

C. Common Provisions

16. There will be "No Employer-Employee Relationship between the trainee and the PARTNER ENTERPRISE" and the latter is therefore not entitled to labor standard benefits within the contemplation of the law.
17. The PARTNER ENTERPRISE is free from all or any liability, should the student-trainee suffer illness or sustain injury while inside the company premises if such injury was sustained due to the failure of the latter to observe and follow company policies, rules, regulations, safety procedures and the likes.
18. The PARTNER ENTERPRISE have the option to hire or employ the Learner, provided that the Learner had finished complying with the duration of the training program;
19. The trainee and his/her parent or any legal guardian if applicable shall accomplish a waiver for the purpose of the OJT.
20. The PARTIES shall exert efforts to ensure that the training shall be conducted in accordance with the provisions of the Labor Code and other pertinent laws. It shall be their joint obligation to see to it that the Learner will not be subjected to exploitation;

21. Throughout the term of this Agreement, LGU-Ormoc shall maintain and enforce its own policies and procedures, including adequate procedures under the Anti-Corruption Laws, to ensure compliance with all applicable anti-bribery and anti-corruption legislation;

22. The Parties shall, at all times, comply with the requirements of R.A. No. 10173 or the Data Privacy Act of 2012 ("Data Privacy Act"). Personal Information shall have the meaning given to it in the Data Privacy Act. For this purpose:

- A Party shall only process, use or disclose the other Party's Personal Information:
 - strictly for the purpose of fulfilling its obligations and providing the services required under this Agreement;
 - with the other Party's prior written consent; and,
 - when required by the law or an order of court, but shall notify the other Party as soon as practicable before complying with such law or order of the court at its own costs.

- A Party shall only permit authorized personnel to access the other Party's Personal Information on a need to know basis.

A Party shall not retain the other Party's Personal Information (or any documents or records containing the other Party's Personal Information, electronic or otherwise) for any period of time longer than is necessary to serve the purpose of this Agreement.

23. Any violation of the foregoing covenants will warrant the cancellation of the Memorandum of Agreement by the non-breaching party within thirty (30) days upon notice to the other party;

This Memorandum of Agreement shall become effective upon signature of both parties and implementation will begin immediately and shall continue to be valid hereafter until written notice is given by either party, thirty (30) days prior to the date of intended termination.

IN WITNESS WHEREOF, the parties hereunto set their hands this _____ at Ormoc City, Leyte, Philippines.

ABARICO AUTO REPAIR SHOP

Represented by:

EDDIEREZ V. ABARICO
Proprietor

CITY GOVERNMENT OF ORMOC

Represented by:

RICHARD I. GOMEZ
City Mayor



ACKNOWLEDGEMENT

Republic of the Philippines)
Ormoc City.....)

BEFORE ME, a Notary Public for and in above jurisdiction on this
____ day of _____ personally appeared:

NAME	ID NO.	DATE	PLACE OF ISSUE
EDDIEREZ V. ABARICO	0111-8814659-7	7/17/21	Ormoc City

All known to me and known to be the same persons who
executed the foregoing Memorandum of Agreement and acknowledgement that
the same are in their free act deed.

WITNESS MY HAND AND NOTIORSEAL, on the date and place
mentioned above.

Doc. No. _____
Page No. _____
Book No. _____
Series of 20____;

