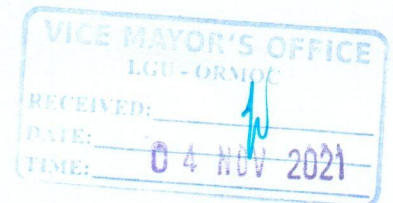
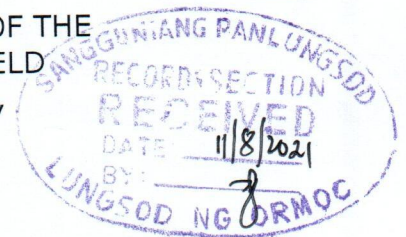


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 03, 2021



PRESENT:

Leo Carmelo L. Locsin, Jr.
Benjamin S. Pongos, Jr.,
Roiland H. Villasencio,
Tomas R. Serafica,
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, 1st Asst. Majority Floor Leader
SP Member, Presiding Officer "Pro-Tempore"

SP Member
SP Member
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,

ON LEAVE:

Nolito M. Quilang,

SP Member, 2nd Asst. Majority Floor Leader

RESOLUTION NO. 2021-297

**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) FOR AND ON
BEHALF OF THE LOCAL GOVERNMENT UNIT OF
ORMOC WITH THE COMMISSION ON POPULATION
AND DEVELOPMENT - REGION 8, FOR THE
IMPLEMENTATION OF SOCIAL PROTECTION
PROGRAM FOR ADOLESCENT MOTHERS AND THEIR
CHILDREN.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated October 25, 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) for and on behalf of LGU-Ormoc with the Commission on Population and Development - Region 8, for the implementation of Social Protection Program for Adolescent Mothers and their Children. Further requesting that this matter be treated as URGENT, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Opinion dated October 22, 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 Sec. 13, Article II of the Philippine Constitution provides that "the State recognizes the vital role of the youth in nation-building and shall promote and protect their physical, moral, spiritual, intellectual, and social well-being";

WHEREAS, EO No. 141, Series of 2021, calls for a whole-of-government approach to address the issue of adolescent pregnancy and expressly urges the Sangguniang Kabataan to arrest and prevent all known causes of adolescent pregnancies and support adolescent mothers through inclusion into its Local Youth Development Plan (LYDP) and Annual Investment Plan (AIP) youth-friendly and rights-based measures;

WHEREAS, in compliance with its mandate, POPCOM is developing a Social Protection Program for Adolescent Mothers and their Children (SPPAMC), based on the approved Social Protection Operational Framework and Strategy (SPOFS) which shall include a pilot implementation of proposed interventions in selected partner local government units;

WHEREAS, RA No. 7160 otherwise known as the Local Government Code of 1991 mandates the LGUs to continue exercising the powers and discharging the duties and functions currently vested upon them by providing their respective constituents the basic services essential for the promotion of the general welfare;

WHEREAS, the City of Ormoc recognizes the vital role of adolescents and youth in local development and commits to promoting their well-being and holistic growth as one of the priority development plans of the city;

WHEREAS, the City of Ormoc expresses its interest and intention on participating in the pilot implementation of Social Protection Program for Adolescent Mothers and their Children (SPPAMC), through a partnership with POPCOM, to establish an implementing model that would enhance SPPAMC operational framework and capacitate other LGUs in implementing the same program particularly within the principles of devolution;

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 protecting adolescent mothers and their children by providing continued opportunities for education, access to health services, and other assistance to safeguard a better quality of life, thus, reducing poverty incidence and other vulnerabilities, 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 Lalaine A. Marcos Chairperson, Committee on Women, Family, and Gender Development and SP Member Benjamin S. Pongos, Jr, Chairperson, Committee on Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Eusebio Gerardo S. Penserga, Peter M. Rodriguez, Gregorio G. Yrastorza III, Esteban V. Laurente, Jasper M. Lucero and Joan Marbie C. Simbajon; 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) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC WITH THE COMMISSION ON POPULATION AND DEVELOPMENT - REGION 8, FOR THE IMPLEMENTATION OF SOCIAL PROTECTION PROGRAM FOR ADOLESCENT MOTHERS AND THEIR CHILDREN;



ADOPTED, November 03, 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; POPCOM Region 8; CSWD; IPGDO; 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

(NEW)

MEMORANDUM OF AGREEMENT**KNOW ALL PERSONS BY THESE PRESENTS:**

This Memorandum of Agreement ("MOA") is being made and entered into by and between:

The **COMMISSION ON POPULATION AND DEVELOPMENT – REGION VIII**, a national government agency created and existing under the laws of the Republic of the Philippines, with office address at Population Regional Office No. VIII, Government Center, Palo, Leyte, represented herein by **ELNORA R. PULMA, MMPM**, in her capacity as Regional Director, and hereinafter referred to as "**POPCOM-REGION VIII**";

-and-

The **CITY OF ORMOC**, a local government entity created and existing under the laws of the Republic of the Philippines, with office address at Ormoc City Hall, Aunubing St., Barangay Cogon, Ormoc City Leyte, Philippines, represented herein by **RICHARD I. GOMEZ**, in his capacity as Mayor, as duly authorized by the 15TH Sangguniang Panlungsod under Resolution No. _____ dated _____, and hereinafter referred to as "**CITY OF ORMOC**."

WITNESSETH:

WHEREAS, Section 13, Article II of the Philippine Constitution provides that "the State recognizes the vital role of the youth in nation-building and shall promote and protect their physical, moral, spiritual, intellectual, and social well-being;"

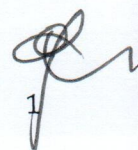
WHEREAS, one of the emerging threats to the development of adolescents and youth is the increasing incidence of pregnancies, particularly among young girls, which can seriously hinder them from realizing their aspirations and potentials, thus, affecting their capacity to contribute to the socio-economic development of their families and communities;

WHEREAS, to address the issue of the increasing incidence of adolescent pregnancies, the Office of the President (OP) issued Executive Order (EO) No. 141, series of 2021, for all government agencies and other instrumentalities to adopt, as a national priority, all measures that can address the root causes of the rising numbers of adolescent pregnancies in the country;

WHEREAS, EO No. 141, series of 2021, calls for a whole-of-government approach to address the issue of adolescent pregnancy and expressly urges the Sanggunian Kabataan to arrest and prevent all known causes of adolescent pregnancies and support adolescent mothers through inclusion into its Local Youth Development Plan (LYDP) and Annual Investment Plan (AIP) youth-friendly and rights-based measures;

WHEREAS, a special provision in Republic Act (RA) No. 11518, or the General Appropriations Act (GAA) for FY 2021, states that "the Commission on Population and Development shall develop a recommendation for a social protection program for teenaged mothers and their children;"

WHEREAS, in compliance with its mandate, POPCOM is developing a social protection program for adolescent mothers and their children (SPPAMC), based on the approved Social Protection Operational Framework and Strategy (SPOFS) (Social Development Committee Resolution No. 1, series of 2019), which shall include a pilot implementation of proposed interventions in selected partner local government units (LGUs);



WHEREAS, RA No. 7160, or the Local Government Code of 1991, mandates the LGUs to continue exercising the powers and discharging the duties and functions currently vested upon them by providing their respective constituents the basic services essential for the promotion of the general welfare;"

WHEREAS, the **CITY OF ORMOC** recognizes the vital role of adolescents and youth in local development and commits to promoting their well-being and holistic growth as one of the priority development plans of the **CITY**;

WHEREAS, the **CITY OF ORMOC** expresses its interest and intention on participating in the pilot implementation of the SPPAMC, through a partnership with POPCOM, to establish an implementing model that would enhance the SPPAMC operational framework and capacitate other LGUs in implementing the same program, particularly within the principles of devolution;

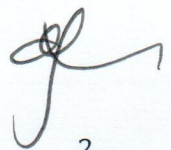
NOW, THEREFORE, for and in consideration of the foregoing premises, **POPCOM-REGION VIII** and the **CITY OF ORMOC** hereby agree as follows:

Section 1. OBJECTIVES

This collaboration between **POPCOM-REGION VIII** and the **CITY OF ORMOC** aims to establish a social protection program for adolescent mothers and their children (SPPAMC) within the province/city for a better and improved quality of life that is achievable through a substantial reduction in poverty, inequality, and vulnerability and inclusion of the marginalized sector in the development process. The collaboration aims explicitly to achieve the following objectives:

1. Protect and prevent the income of adolescent mothers and their families at their current income/consumption levels from declining due to various risk factors;
2. Build up the capacity and adaptability of adolescent mothers and their families and ensure that better quality of life is maintained and sustained and their aspirations attained;
3. Protect and prevent unwanted pregnancies, sexual abuse, and other relevant risks and vulnerabilities that deter adolescent mothers and their families from further improving their conditions;
4. Expand opportunities for education, skills development, and employment among adolescent mothers through sound policies, income-generation expansion, and improved investments for their health, development, and well-being;
5. Generate adequate support to adolescent mothers and their families from the government and other sectors to ensure sustained standards of living despite exposure to the risks of different types; and
6. Create the mechanisms and institutions to promote social inclusion and prevent or mitigate social vulnerabilities and discrimination against adolescent mothers.

Section 2. RESPONSIBILITIES OF THE PARTIES



A. The CITY OF ORMOC shall:

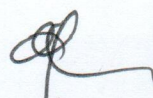
1. Designate an implementing team for SPPAMC from among relevant offices within the Province/City to plan, coordinate, implement, monitor, and assess the implementation of appropriate interventions indicated in the agreed SPPAMC Work and Financial Plan (WFP);
2. Implement the agreed SPPAMC WFP developed through a participatory and consultative process involving key stakeholders, including beneficiaries within the Province/City, and with technical assistance from POPCOM;
3. Undertake social preparation activities as agreed upon in the SPPAMC WFP, including consultation with the communities and potential beneficiaries and their families, capacity-building activities and orientations for stakeholders, and other relevant undertakings;
4. Mobilize the civil society organizations (CSOs), people's organizations (POs), and communities to support the SPPAMC in the Province/City;
5. Allot and provide the agreed and committed local funds and budgets indicated in the SPPAMC WFP as a counterpart for the implementation of SPPAMC initiatives in the Province/City, subject to the availability of funds;
6. Facilitate the opening and manage the disbursement of a Trust Fund, if no available Trust Fund is suitable for this purpose, where the Province/City should deposit the grant and financial assistance provided by **POPCOM-REGION VIII**, following the conditions indicated in the agreed SPPAMC WFP and existing government budgeting, accounting, and auditing rules and regulations;
7. Prepare and submit to **POPCOM-REGION VIII** the following documents at the end of the project duration:
 - a. Fund Utilization Report (FUR) duly signed by the City Accountant and approved by the Head of the **CITY OF ORMOC**, including other necessary documents enumerated in the appertaining *Financial Guidelines*, a copy of which is attached hereto, and made an integral part hereof, as **ANNEX "A;"** and
 - b. End-of-project accomplishment report and other pertinent data and documents needed in the enhancement of the overall SPPAMC Operational Framework and Strategy;
8. Conduct continuing promotional activities to raise public awareness and support to the SPPAMC in the Province/City;
9. Provide continuing training and capacity building of program implementers, including the Sanggunian Kabataan, local population office, local social welfare and development office, and other relevant structures, in collaboration with **POPCOM-REGION VIII** and other relevant agencies;
10. Develop and establish mechanisms to ensure institutionalization and sustainability of SPPAMC through its integration into the local development plans and investment programs in the succeeding fiscal years and the adoption and mainstreaming of its relevant programs and activities in existing interventions;

11. Closely coordinate and collaborate with POPCOM, through **POPCOM-REGION VIII**, and other relevant national government agencies for needed technical assistance;
12. Resolve emerging issues concerning the implementation of the SPPAMC that are exclusively within the authority and cognizance of the Provincial/City Government and its authorized offices;
13. Ensure privacy of all personal information generated because of the SPPAMC's implementation; and
14. Submit program status report as part of the continuing development and finalization of the SPPAMC framework and as requirements for the liquidation of financial assistance, using an agreed format.

B. POPCOM-REGION VIII shall:

1. Provide technical assistance to the **CITY OF ORMOC**, including technical inputs and tools, on the latter's roles and strategies under this MOA, particularly the following:
 - a. Development of a joint SPPAMC WFP for the Province/City, including the gathering of data and information and conduct of social preparation activities;
 - b. Conduct of relevant training and capacity-building strategies;
 - c. Setting-up and mobilization of coordinative and implementing structures;
 - d. Design, development, and evaluation tools for program implementation;
 - e. Setting-up and improvement of service delivery mechanisms, such as the establishment of adolescent-friendly health facilities, family planning (FP) services in hospitals, and creation of FP itinerant teams;
 - f. Design, testing, conduct, and assessment of effective and innovative strategies and activities; and
 - g. Establish a knowledge base, including research and documentation of good practices to design more effective interventions.
2. Provide the **CITY OF ORMOC** with available financial assistance, through an official Trust Fund for the SPPAMC, and other kinds of resources to complement and support the local annual work and financial plan;
3. Conduct advocacy to relevant local officials and stakeholders on the development and implementation of appropriate policies and strategies for the SPPAMC at the local level; and
4. Ensure linkage of local strategies to national and regional SPPAMC and other relevant population management program priorities.

Section 3. RESOURCES AND FINANCIAL ARRANGEMENT


4

1. As a counterpart and support to the pilot implementation of the SPPAMC in the **CITY OF ORMOC, POPCOM-REGION VIII** shall allot a total amount of **THREE HUNDRED THOUSAND PESOS (Php300, 000.00)**. **POPCOM-REGION-VIII** shall transfer the amount to the **CITY OF ORMOC** through an official Trust Fund for the SPPAMC, opened and maintained following the SPPAMC WFP agreed upon by the Parties in this MOA.
2. **POPCOM-REGION VIII** may allot additional funds for the SPPAMC in the next year, based on the cost-sharing scheme agreed upon by the Parties in this MOA as indicated in the joint SPPAMC WFP. However, the additional allotment contemplated here is subject to the allocation stated in the GAA for the said year.
3. The **CITY OF ORMOC** shall disburse the funds in accordance with the "*Financial Guidelines*" attached and integrated here as **ANNEX "A."**

Section 4. SETTLEMENT OF DISPUTE BETWEEN THE PARTIES

The Parties agree to settle any claims or disputes related to this MOA before resorting to the judicial process. However, if necessary, the Parties now agree to submit the claims or disputes to mutual consultation, mediation, or an arbitration panel, in the order of application. A POPCOM Management representative, a representative of the **CITY OF ORMOC**, and one moderator mutually chosen by both Parties shall compose the arbitral panel. The moderator shall act as the Chairperson of the arbitral panel. The decision of the arbitral panel shall be binding upon both Parties. The venue of the proceedings shall be at the **POPCOM-REGION VIII** Office in Palo, Leyte, Philippines.

In case of a court suit, the venue shall be in the courts of competent jurisdiction in **Ormoc City**, Philippines, to the exclusion of all other courts;

Section 5. CONFIDENTIALITY

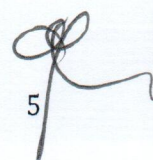
The Parties agree that:

1. All personal information and classified matters obtained by the Parties in connection with the preparation, perfection, and performance of this MOA shall be deemed confidential information and treated as such by them. Parties shall not disclose to third parties nor use such information or matters for purpose or in a manner not otherwise germane to this MOA; and
2. They shall comply with the provisions of the Data Privacy Act of 2012, its Implementing Rules and Regulations (IRR), and all pertinent issuances by the National Privacy Commission (NPC).

Section 6. OTHER TERMS AND CONDITIONS

1. Any amendment, modification, addition, or deletion in this MOA shall only be effective and binding if both Parties have mutually agreed thereon in writing;
2. The **CITY OF ORMOC** shall report in writing to **POPCOM-REGION VIII** any events or conditions that may reasonably delay the progress or prevent the completion of a project or activity as may be agreed upon following this MOA.

5



3. The use of funds mentioned above shall be strictly within the terms and conditions of this MOA. Any irregular, unnecessary, excessive, extravagant, and unconscionable expenditures shall not be allowed. The Parties reserve the right to file appropriate actions against an erring official or employee whenever necessary to discipline such official and recover unlawfully disbursed funds.
4. Any Party may terminate this MOA if the other Party (a) had violated any provision of this MOA or (b) expresses in writing its mutual consent to terminate this MOA. Any Party desiring to terminate this MOA must serve the other a written notice of termination, which shall take effect thirty (30) days following the receipt of said notice.
5. Upon the termination or expiration of this MOA, the Trust Fund opened and maintained for the SPPAMC shall be closed. The **CITY OF ORMOC** shall immediately return to **POPCOM-REGION VIII** all the funds transferred by POPCOM for the SPPAMC that were unspent and remaining at the termination or expiration of this MOA.

Section 7. SEPARABILITY CLAUSE

If any provision of this MOA is, for any reason, found to be unenforceable, the remaining provisions not affected thereby shall remain in full force and effect.

Section 8. EFFECTIVITY

This MOA shall take effect upon the signing of both Parties and shall be valid and binding from _____ to June 30, 2022.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this ____ day of _____, 2021 in _____, Philippines.

FOR POPCOM-REGION VIII

**FOR THE PROVINCE/CITY
GOVERNMENT OF ORMOC CITY**

*authorized by the 15TH Sangguniang
Panlungsod under Resolution No.
_____ dated _____*

ELNORA R. PULMA, MMPM
Regional Director

RICHARD I. GOMEZ
Governor/Mayor

Signed in the presence of:

Accountant

Administrator

Republic of the Philippines)
ORMOC CITY) SS.
X-----X

ACKNOWLEDGEMENT

BEFORE ME, this __ day of _____ 2021, in _____, Philippines, personally appeared:

NAME	ID
ELNORA R. PULMA, MMPM	
RICHARD I. GOMEZ	

They are both known to be the same persons who executed the preceding MOA. They acknowledged that the same is their free act and deed and that of the entities they represent. This instrument comprises seven (7) pages, including this Acknowledgment page. The Parties and their witnesses signed this instrument on every page thereof.

WITNESS MY HAND AND SEAL ON THE DATE AND AT THE PLACE ABOVE WRITTEN.

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

