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 DECEMBER 27, 2021 IN LIEU OF
DECEMBER 28, 2021

PRESENT:

Tomas R. Serafica,	(Temporary Presiding Officer) SP Member, Presiding Officer "Pro-Tempore"
Benjamin S. Pongos, Jr.,	SP Member, Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member
Jasper M. Lucero,	SP Member
Peter M. Rodriguez,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Esteban V. Laurente,	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

ON LEAVE:

Leo Carmelo L. Locsin, Jr.,	City Vice Mayor & Presiding Officer
Roiland H. Villasencio,	SP Member, 1st Asst. Majority Floor Leader
Nolito M. Quilang,	SP Member, 2nd Asst. Majority Floor Leader

RESOLUTION NO. 2021-364

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 PHILIPPINES STATISTICS AUTHORITY (PSA) TO ESTABLISH A BATCH REQUEST SYSTEM (BREQS) WHICH IN EFFECT WILL PROVIDE AN OFFLINE METHOD OF ENCODING CIVIL REGISTRY DOCUMENTS.

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated April 14, 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 Philippines Statistics Authority (PSA) to establish a Batch Request System (BREQS) which in effect will provide an offline method of encoding civil registry documents;

WHEREAS, in an Opinion dated January 21, 2020, 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 interest of Ormoc City;

WHEREAS, PSA, through the Civil Registry System IT (CRS-IT2) Project, has established on-line Census Serbilis Centers (Serbilis Outlets) in various locations of the Philippines to serve as service points for the decentralized servicing of requests for civil registry documents from the public;

1

Res. No. 2021-364

WHEREAS, there is still the need to extend the availability of these service points to bring the facility of copy issuances closer in the city;

WHEREAS, LGU Ormoc, through the Office of the Civil Registrar, as part of its mandate, is also receiving and servicing requests for civil registry documents registered in the city;

WHEREAS, LGU Ormoc is interested in providing a more extensive service to its constituents not only for documents registered in Ormoc City but also those that may have been registered in other localities;

WHEREAS, PSA has developed the BATCH REQUEST QUERY SYSTEM (BREQS) – First Party System, a system for the use of the First Party which provides for an off-line method of encoding request for civil registry documents and submission thereof to an on-line Serbilis Outlet of PSA;

WHEREAS, the use of the BREQS- First Party System will enable LGU Ormoc to benefit from the CRS-ITP2 by not only providing a facility where its constituents can secure copies of civil registry documents issued by a Serbilis Outlet but also relieving the local government of the financial investment required to establish an outlet;

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 to promote people's interest, 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 Jasper M. Lucero, Chairperson, Committee on Good Government and Oversight and SP Member Benjamin S. Pongos, Jr., Chairperson, Committee on Laws and Ordinances, severally seconded by SP Members Joan Marbie C. Simbajon, Esteban V. Laurente, Gregorio G. Yrastorza III, Vincent L. Rama, Peter M. Rodriguez and Eusebio Gerardo S. Penserga; be it
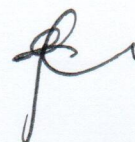
RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) WITH THE PHILIPPINES STATISTICS AUTHORITY (PSA) TO ESTABLISH A BATCH REQUEST SYSTEM (BREQS) WHICH IN EFFECT WILL PROVIDE AN OFFLINE METHOD OF ENCODING CIVIL REGISTRY DOCUMENTS;
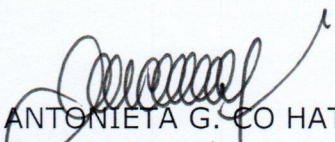
ADOPTED, December 27, 2021.

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; City Civil Registrar; the Philippine Statistic Authority; the City Treasurer; the CPDO-IT Division; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;
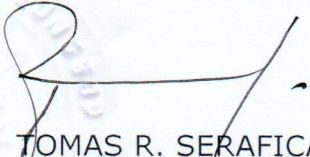
CARRIED UNANIMOUSLY.

Res. No. 2021-364

I HEREBY CERTIFY to the correctness of the foregoing resolution.

MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:

TOMAS R. SERAFICA
(Temporary Presiding Officer)
SP Member
Presiding Officer "Pro-Tempore"

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this __ day of ___, 2020 by and between the:

City/Municipality of Ormoc City, Leyte a local government unit duly create by law, with office address at _____, Leyte, hereinafter represented by the **HONORABLE Richard Gomez,** Mayor of the Municipality, herein referred to as the First Party

and

"PHILIPPINE STATISTICS AUTHORITY, a government agency established by virtue of Republic Act No. 10625 of the Philippine Statistical Act of 2013, with office address at 8/F CRS Building, PSA Complex, East Avenue, Diliman Quezon City 1101 Philippines, represented by **Wilma A. Perante, Regional Director,** herein referred to as the Second Party;

WITNESSETH THAT:

WHEREAS, the Second Party, Through the Civil Registry System IT (CRS-IT2) Project, has established on-line Census Serbilis Centers (Serbilis Outlets) in various locations of the Philippine to serve as service points for the decentralized servicing of requests for civil registry documents from the public;

WHEREAS, there is still the need to extend the availability of these service points to bring the facility of copy issuances closer to the public;

WHEREAS, the First Party through the Office of the City Civil Registrar, as part of its mandate, is also receiving and servicing requests for civil registry documents registered in the city/municipality;

WHEREAS, the First Party is interested in providing a more extensive service to its constituents not only for documents registered in the First Party but also those that may have been registered in other localities;

WHEREAS, the Second Party has developed the BATCH REQUEST QUERY SYSTEM (BREQS) – First Party System, a system for the use of the First Party which provides for an off-line method of encoding request for civil registry documents and submission thereof to an on-line Serbilis Outlet of the Second Party.

WHEREAS, the use of the BREQS- First Party System by the First Party will enable the First Party to benefit from the CRS-ITP2 by not only providing a facility where its constituents can secure copies of civil registry documents issued by a Serbilis Outlet but also relieving the local government of the financial investment required to establish an outlet;

WHEREFOR, for and consideration of the foregoing, the parties agrees to the following terms and conditions;

WHEREAS, the National Statistician and Civil Registrar General hereby delegates the authority to enter into this Memorandum of Agreement (MOA), with the Regional Director concerned:

1

1. **Scope of Agreement. This Agreement covers the use by the First Party of the BREQS-First Party system.**

2. **The BREQS- First Party system hereinafter referred to as the System shall include:**

   a. The BREQS application software or the BREQS software for encoding particulars of requests for copy issuances and certificates, in particular those requests numerated under Section 3 below. The BREQS software also has capabilities for querying and batching the records and generation of reports. The BREQS application software was developed for the CRS-IT Project and is owned by Second Party.

   b. The procedures and the conventions set out for accepting requests, submissions of batches of requests and releasing of documents to clients.

   c. The prescribed user forms for recording the particulars of an application, acknowledging receipt of payment, and transmittal of data to the Serbilis Outlet. The First Party may make alterations to the suggested formats such as, but not limited to, adding may make alteration required in the forms are still present and that altered versions are still consistent with the purpose of the forms.

3. **Unless rescinded or amended in the future, only the following may be requested through the System:**

   a. Copies of birth, death, marriage documents,
   b. Copies of annotated or endorsed documents, provided copies of said documents have already been issued by Second Party previously, and
   c. Certificates of No Record of Marriage ("Singleness")

4. **Use of the System**

   a. By entering into this Agreement the First Party is given authorization to use the System free-of-charge accordance with the rules and regulations set out for its purpose.

   b. The First Party shall be into given one Distribution CD the BREQS Software installer, user manuals, and user forms together with the software parameters needed to use the application software on one computer. Additional parameters to allow to use of additional computers may be provided by the Second Party after a written request from the First Party has been made, subject to evaluation of the Second Party.

   c. The Second Party grants the First Party use of the BREQS software on the condition that it is not dissembled, decompiled or reengineered and the Distribution CD not sold, lent or shared to entities other than the implementing unit designated by the First Party, subject to evaluation of the Second Party;

   d. The First Party shall group the requests before submitting the BREQS batch and payment to the Serbilis Outlet designated as the First Party servicing outlet.

   e. The servicing outlet shall process all fully-paid batches and release the results to the First Party on the scheduled date.

5. **Responsibility of the Second Party**

   a. Assign a Serbilis Outlet to service the BREQS requests of the First Party. The designated outlet shall also serve as the primary contact point between the Second Party and the First Party.

   b. Provide the complete set of parameters required to install the BREQS software.

c. Provide the user manual and softcopy of the user forms needed by the First Party. The First Party may reproduce said materials for its own use only.

d. Process the BREQS requests once the data file and the corresponding payment are received from the First Party. A request shall be processed strictly in accordance with the information contained in the application form. BREQS of the First Party shall be accorded the same quality of service given to other requests being processed on the Serbilis Outlet.

e. Provide the First Party report on the transactions received through the System.

f. Provide technical support to the First Party subject to the provisions of Warranties of Second Party. Technical support includes assistance in the installation of the BREQS software, troubleshooting BREQS software and database problems, and provision of software patches and upgrades to the BREQS software. This support does not include troubleshooting computer hardware problems and installing and configuring operating system.

g. Provide revisions and/or upgrades of the BREQS software, for free. In cases of defective or damaged Distribution CD, Second Party will replace said CD upon clear showing that the damage was either due to a defect attributable to the Second Party (product defect) or arising from the regular and authorized use of the BREQS software by the First Party.

h. Communicate to the First Party any adjustments on Second Party standard fees for requests for copy issuances and certifications at least 30 calendar days before the new take effect.

6. **Responsibility of the First Party**

   a. Designate the Local Civil Registry Office (LCRO) as the implementing unit of the BREQS-First Party System.

   b. Provide all relevant computer hardware and software environment, including protection from viruses, necessary to be able to use the BREQS software. In addition, First Party must provide all necessary personnel required as a result of the implementation of this System within the First Party.

   c. Designate a responsible officer to be the BREQS Operations Manager who shall be in charge of the day-to-day operations of System for the First Party.

   d. Designate staff who will undergo the training on the use of the System conducted by the Second Party. Training fees shall be to the account of the First Party.

   e. Take measures to ensure that clients requesting for documents provide the correct and required information and that these information are properly encoded.

   f. Submit the data files, together with the corresponding payment for the batch of requests, within a reasonable period after receipt to the CRS Outlet designated to service the First Party requests.

   g. Release the documents to the client subject to the identification and authorization requirements of PD 603 (Child and Youth Welfare Code) and R.A. 10173 (Data Privacy Act).

   h. Ensure the integrity of the System by, among other things, providing ample security against duplication of the Distribution CD, and unauthorized use of the System.

   i. Comply with all the requirements and provisions set out in the latest BREQS Operations Guide;

7. Warranty

a. Second Party software warranty extends only to the proper usage of the BREQS software and the intention for which the System was established. Any damage to the application software or Distribution CD, or inconvenience to the public arising from the unauthorized or unintended use of the System, shall not be the responsibility of the Second Party.

b. Second Party will replace damaged or destroyed Distribution CDs provided these arise from authorized use.

c. Second Party will repair or fix any problem in the application software provided they arise from the proper use and installation of the product.

d. The parties hereby warrant that neither it nor its representatives have offered any government officer any consideration or commission for these Agreement, nor has it or its representatives exerted or utilized any corrupt or unlawful influence to secure or solicit this Agreement for any consideration of commission. Should any commission be paid to a private person, the parties shall disclose the name of the person and the amount being paid. Any material violation of this warranty shall constitute sufficient ground for cancellation of this Agreement, without prejudice to the filing of civil or criminal action under the Anti-Graft and Corrupt Practices Act and other applicable laws against the parties and/or its representatives.

8. Disclaimer

a. Second Party is not responsible for results which arise from mistakes committed by the client in providing information in the application form.

b. Second Party is not responsible for delay in the processing of requests that have not been submitted or fully-paid by the First Party.

c. Second Party is not responsible for the loss of documents that occur when the documents are in transit to or from the Second Party, either through mail or First Party Liaison officer.

d. Second Party in not responsible for loss of money entrusted to the Liaison Officer;

e. By applying through BREQS- First Party is understood that the client authorized the apply for copies of documents or certifications and receive the results, on behalf of the former.

f. Under no circumstances shall the Second Party be held liable for any consequential damages claimed by any other party as a result of the unauthorized release of civil registry documents.

g. Any false representations made by the client or the First Party with respect to the payment, processing, batching, and releasing of the said requests shall not bind the Second Party. Furthermore, the Second Party shall not be liable to First Party or to any other third parties, individuals, or entities for the delay in any performance, or for failure to render any performance under this agreement. Also, when such delay or failure is caused by the First Party or its staff, by system glitch or network errors, government regulations, fire, strike, illness of employees, flood, accident, or any other cause or causes beyond reasonable control of such delinquent party, the Second Party shall be held free from any liabilities if whatever nature and kind.

9. Date of Effectively, Amendment, Revision, Modification to the Agreement

a. This Agreement is effective upon date signing, provided that actual implementation of System may be done after undergoing training conducted by the Second Party

1

b. No supplemental, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

10. Termination of Agreement.

a. Voluntary termination, made when either party wishes to terminate the contract for reasons other than a breach, is effective 30 calendar days after notice by one party to another.

b. Involuntary termination occurs when on party violates any position in this Agreement, and despite notice to cease such activities, continues to do so. Involuntary termination takes effect immediately upon serving of the Notice of Termination to the other party.

c. Effects of termination.

1) Termination notwithstanding, applications properly received by Second Party from the First Party before the affectivity of the termination, shall be processed and released in accordance with standing procedures.

2) Within a reasonable time after termination of the Agreement, the First Party shall uninstall or erase the BREQS software from all computers where the software is installed in.

3) Any Distribution CD, including back-up copies, covering the BREQS software will be returned to the Second Party or destroyed.

d. After termination of this Agreement, the servicing outlet may validly refuse to receive any applications filed by First Party through the System.

11. Miscellaneous Provisions:

a. All parties to the Agreement shall endeavor to provide the highest quality of service to the requesting public.

b. The Second Party standard fees for the request for copy issuances and certifications are exclusive of any additional service fee the First Party may impose on its clients.

c. Information obtained from the application forms collected by the First Party should be considered as sensitive and not to be shared or divulged unless they are for application purpose or for statistical purposes, In case of the latter, they must be in the form of tables and summaries.

d. Processing of BREQS requests are subject to the regular processing procedures of the Second Party at the time submission of said requests to the Second Party.

e. Problem resolution. Concerns regarding the System and requests made through the System are to be raised to the following levels, in this order: Serbilis Outlet, Republic of the Philippines.

f. The terms of this Agreement shall be interpreted according to the laws of the Republic of the Philippines.

g. The entirely of this Agreement shall not be affected by the nullity of a provision, or if a provision is contrary to law, morals or customs.

h. This Agreement supersedes the previous BREQS Memorandum of Agreement entered into by and between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of
_____, 2020 _____, _____ Philippines.

MUNICIPALITY OF _____, LEYTE   PHILIPPINE STATISTICS
AUTHORITY

By:

RICHARD GOMEZ   WILMA A. PERANTE
City/Municipal Mayor   Regional Director

Signed in the Presence of:

ARCHILLES SILVA   SHERYL ANN A. JAMISOLA
City/Municipal Civil Registrar   Chief Statistical Specialist

For PSA Regional Office Only
MOA Control No. _____
Copies of properly accomplished MOAs are to be provided to
Civil Registration Service
CRS Project Management Office
Finance and Administrative Service

1

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES   S.S.

_____

BEFORE ME, a Notary Public, for and in _____ this ___ day of ____2020, personally appeared:

Name	CTC/ID No.	Issued at	Issued on

1. Wilma A. Perante
2. Remedio B. Veloso

Made known to me to be the same persons who executed the foregoing instrument and who acknowledge to me that the same is their free and voluntary act and deed.

This instrument refers to the Memorandum of Agreement (MOA) consisting of seven (7) pages including the page in which this acknowledgement is written, signed by the parties including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

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

NOTARY PUBLIC

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

1