

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 FEBRUARY 15, 2022

PRESENT:

Tomas R. Serafica,	(Temporary Presiding Officer)
	SP Member, Presiding Officer "Pro-Tempore"
Benjamin S. Pongos, Jr.,	SP Member, Majority Floor Leader
Roiland H. Villasencio,	SP Member, 1 st Asst. Majority Floor Leader
Nolito M. Quilang,	SP Member, 2 nd Asst. 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

ON LEAVE:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2022-039

**AN OMNIBUS 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
GREENPLAINS CONSTRUCTION FOR
EMPLOYMENT/JOB PLACEMENT PROGRAM OF THE
ORMOC TECHNICAL EDUCATION AND SKILLS
DEVELOPMENT CENTER.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated January 4, 2022 from the Office of the City Mayor, endorsing a request for the issuance of an Omnibus Resolution granting the City Mayor or Acting City Mayor the authority to sign the Memorandum of Agreement (MOA) for Employment/Job Placement Program of the Ormoc Technical Education and Skills Development Center, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Annotation dated February 3, 2022, 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, Technical Education and Skills Development Authority (TESDA) uses Seek-Find-Train-Assess-Certify-Employ Framework which must be observed and the corresponding strategies to be employed during the course of planning, implementing, monitoring, and evaluating TESDA scholarship programs;

WHEREAS, Section VI of Technical Education and Skills Development Authority (TESDA) Circular No. 011 series of 2020 mandates that there should be at least Seventy (70%) of graduates are employed within one (1) year after finishing a program qualification previously granted and being applied for;

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

WHEREAS, Greenplains Construction is engaged in Construction and Heavy Equipment Rentals which TESDC graduates are trained/skilled with;

WHEREAS, Greenplains Construction is engaged to assist in achieving the preferred employment rate from TESDC graduates;

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 better employment opportunities, 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 and Ordinances, severally seconded by SP Members Esteban V. Laurente, Lalaine A. Marcos, Peter M. Rodriguez, Jasper M. Lucero 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 GREENPLAINS CONSTRUCTION FOR EMPLOYMENT/JOB PLACEMENT PROGRAM OF THE ORMOC TECHNICAL EDUCATION AND SKILLS DEVELOPMENT CENTER;

ADOPTED, February 15, 2022.

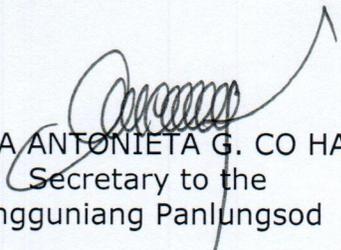
RESOLVED FURTHER, that a copy of the final and notarized Memorandum of Agreement (MOA) be submitted to this Sanggunian for its information and files;

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; Greenplains Construction; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

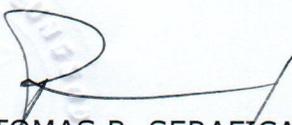
CARRIED UNANIMOUSLY.



I HEREBY CERTIFY to the correctness of the foregoing resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


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

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

GREENPLAINS CONSTRUCTION is a duly registered sole proprietorship, association or business entity and auxiliary works company, duly organized and existing under and by virtues of the laws of the Philippines with office/business address at 2F KIA Building, Brgy. Cogon, Ormoc City herein referred to as the "Greenplains Construction" represented herein by its PROPRIETOR, ERNESTO L. RIZARRI JR.

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, Technical Education and Skills Development Authority (TESDA) uses Seek-Find-Train-Assess-Certify-Employ Framework which must be observed and the corresponding strategies to be employed during the course of planning, implementing, monitoring and evaluating TESDA scholarship programs;

WHEREAS, Section VI of Technical Education and Skills Development Authority (TESDA) Circular No. 011 series of mandates that there should be at least seventy (70%) of graduates are employed within one (1) year after finishing a program qualification previously granted and being applied for;

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, Gas Tungsten Arc Welding (GTAW) NCII and other qualifications that will be offered;

WHEREAS, "Greenplains Construction" is engaged in Construction and Heavy Equipment Rentals which TESDC graduates are trained/skilled with;

Approved

Separation

Drafted by CLC

Not contrary to law, public policy, moral.

WHEREAS, "Greenplains Construction" is engaged to assist in achieving the preferred employment rate from TESDC graduates;

NOW THEREFORE, in consideration of the mutual covenants and agreements made herein by officials for each party, the parties enter into an agreement for Job Linkaging and Networks Services of graduates under the following terms and conditions, to wit:

A. Duties and responsibilities of LGU-ORMOC:

DATE: FEB 03 2022

1. Disseminate information about the Job hiring activity to be conducted by the **“Greenplains Construction”**;
2. Assist graduates with documentary requirements available with the LGU for purposes of employment;
3. Provide available assistance to the **“Greenplains Construction”** on its conduct of job orientation, job hiring and any related activities;
4. Designate a Job Linkaging and Networks Services Staff who shall tap graduates once **“Greenplains Construction”** notifies LGU ORMOC of available employment;
5. Monitor retention rates of **“Greenplains Construction”** and get feedback on efficacy of courses to the industry.

B. Duties and Responsibilities of the **Greenplains Construction**:

1. Provide equal employment opportunities to TESDC graduates, and on availability, cascade information to the LGU Linkaging focal person at least 30 days from closing of acceptance of applications.
2. Conduct tests to interested and qualified workers who will apply for employment;
3. Attend meetings, consultations and dialogues on the implementation of the project as the need arises;
4. Provide updates to TESDC regularly on the hiring process which includes those who passed and offered employment.
5. Facilitate the *on-site project visit* of TESDC staff for monitoring.

C. Common Provisions

6. The PARTIES shall exert efforts to follow and ensure that the provisions of the Labor Code and other pertinent laws. It shall be their joint obligation to see to it that the Graduates will not be subjected to exploitation;
7. 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;
8. 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:

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

✓ Not contrary to laws, public policy, moral.

Amendments/Revisions

BY: _____ DATE: _____

- 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.

9. 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:

ERNESTO L. RIZARRI JR.
Proprietor

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

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved _____

Separate Opinion _____

Drawn by CLO _____

Doc. No. _____
Not contrary to laws, public policy, moral.

Page No. _____

Book No. _____

Series of 20 _____
Amendments/Revisions _____

DATE: FEB 03 2022

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.