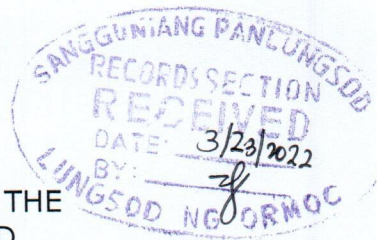


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 MARCH 22, 2022

PRESENT:

Tomas R. Serafica,
+Roiland H. Villasencio,
Nolito M. Quilang,
Eusebio Gerardo S. Penserga,
Jasper M. Lucero,
Peter M. Rodriguez,
Vincent L. Rama,
Gregorio G. Yrastorza III,
Lalaine A. Marcos,
Esteban V. Laurente,

SP Member, Presiding Officer "Pro-Tempore"
SP Member, 1st Asst. Majority Floor Leader
SP Member, 2nd Asst. Majority Floor Leader
SP Member
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:

Leo Carmelo L. Locsin, Jr.

City Vice Mayor & Presiding Officer

RESOLUTION NO. 2022-073

**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
ABOITIZ CONSTRUCTION, INC. FOR
EMPLOYMENT/JOB PLACEMENT PROGRAM**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an indorsement dated March 11, 2022 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 Aboitiz Construction, Inc. for employment/job placement program, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Annotation dated March 7, 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, Aboitiz Construction Inc., as part of its corporate responsibility of promoting equal job opportunities to Filipino people, is willing to provide employment for qualified TESDC graduates;

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, 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 providing 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 motion of SP Member Nolito M. Quilang, Chairman, Committee on Employment, Livelihood, and Manpower Development and Vice Chairman, Committee on Laws & Ordinances, severally seconded by SP Members Joan Marbie C. Simbajon, Esteban V. Laurente, Gregorio G. Yrastorza III, Vincent L. Rama and Peter M. Rodriguez; 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 ABOITIZ CONSTRUCTION, INC. FOR EMPLOYMENT/JOB PLACEMENT PROGRAM;

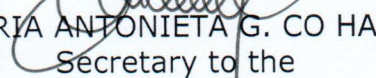
ADOPTED, March 22, 2022.

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

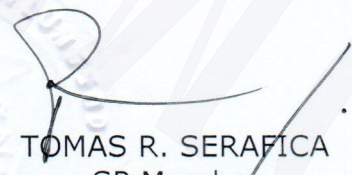
RESOLVED FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; TESDC; the Representative ABOITIZ Const. Inc.; the City Local Government Operations Officer-DILG; 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
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 (TESDC)** an 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

ABOITIZ CONSTRUCTION, INC. a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office at Aboitiz Corporate Center, Gov. M. Cuenco Ave., Kasambagan, Cebu City, herein referred to as "**ACI**" represented herein by its Vice President for Corporate Affairs and Services, Ma. Analina Y. Pedro.

WITNESSETH

WHEREAS, LGU-ORMOC established TESDC, part of the Technical Education and Skills Development Authority's (TESDA) program 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, ACI as part of its corporate responsibility of promoting equal job opportunities to Filipino people is willing to provide employment for qualified TESDC graduates.

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;

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:

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

B. Duties and Responsibilities of ACI:

1. Provide equal employment opportunities to TESDC graduates, and on availability, cascade information to the LGU Linking focal person the deadline for the acceptance of application at least 30 days prior such deadline.
2. Conduct examinations or any other assessment to interested and qualified workers who will submit their application;
3. Attend meetings, consultations and dialogues on the implementation of the project as the need arises;
4. Provide updates to TESDC on the status of the hiring process and release results of the successful candidates.
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 compliance to 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. ACI shall not be liable to the LGU-ORMOC for any failure or delay in performance of its obligations under this Agreement if such failure or delay arises out of, and to the extent caused by, any event, matter or circumstance that is unforeseeable or is outside the reasonable control of ACI and that prevents or restricts the performance by ACI of its obligations hereunder, which shall include: (i) acts of God; (ii) strikes, lockouts, riots, industrial disturbances, or labor disputes, in any such case which are widespread or nationwide; (iii) acts of war or the public enemy, whether war be declared or not, invasion, armed conflict or act of foreign enemy, blockade, insurrection, rebellion, civil commotion, sabotage, riots and violent demonstrations; (iv) acts of the government or

third parties, including by reason of compliance with any lawful order or decision of any national, provincial, municipal, or other government authority; or (v) any other similar events, not within the control of either Party which, with the exercise of due diligence, neither Party is able to overcome ("Force Majeure").

9. 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.

10. 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;
11. In case any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
12. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Philippines.
13. In the event of litigation arising from, or in connection with, this Agreement, the venue of action shall be in the proper courts of Cebu City, to the exclusion of all other courts elsewhere situated.

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.

ABOITIZ CONSTRUCTION, INC.

CITY GOVERNMENT OF ORMOC

Represented by:

Represented by:

MA. ANALINA Y. PEDRO
Vice President for Corporate Affairs and Services

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

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____;

