



20th City Council CAGAYAN DE ORO CITY

AGENDA



HON. JOCELYN B. RODRIGUEZ
City Vice Mayor



99TH REGULAR SESSION

Monday / 14 October 2024 / 2:30 PM

Session Hall, City Hall, Cagayan de Oro City

FILE

CAGAYAN DE ORO MARCH

CAGAYAN DE ORO OUR PRIDE
OUR BELOVED CITY
THY MOUNTAINS, RIVERS, PLAINS AND SEAS
THY PEOPLE CONTENTED HAPPY

CAGAYAN DE ORO OUR PRIDE
OUR BELOVED CITY
WE ARE SINGING PRAISES IN LOUD VOICE
FOREVER TO THEE TO THEE

THE GATEWAY TO THE LAND OF PROMISE
BRAVE MEN OF OLD FOUGHT FOR THY SAKE
INSPIRATION THEY HAVE LEFT FOR US
TO SERVE YOU FOREVER FREE

THE GOLD IN BRILLIANT GLITTERING
YOU'LL FIND NOT IN VERDANT MOUNTAIN VALES
BUT DEEP IN HOMES AND HEARTS DIVINE
HERITAGE FOR YOU AND MANKIND, AH!

THE BEAUTIFUL, THE PLACE OF GOLD
OUR BELOVED CITY
THE NAME WE PRIDE WE ALL ENDEAR
THY BANNER UP HIGH TO FLUTTER FREE

THE BEAUTIFUL, THE PLACE OF GOLD
OUR BELOVED CITY
TILL FOREVER AND FOREVER
FOR THY GLORY THY GLORY BE...



cagayan
de Oro
city of golden friendship



Republic of the Philippines
CITY OF CAGAYAN DE ORO
OFFICE OF THE CITY COUNCIL
www.cdeocitycouncil.com



11th October 2024

THE HONORABLE MEMBERS
20TH CITY COUNCIL (SANGGUNIANG PANLUNGSOD)
CAGAYAN DE ORO CITY

Gentlemen and Ladies:

Please be informed of the 99th Regular Session of the 20th City Council (*Sangguniang Panlungsod*) of Cagayan de Oro on Monday, 14th October 2024 at 2:30 PM at the Session Hall, Legislative Bldg., City Hall, this City.

Thank you very much.

Very truly yours,

ARTURO S. DE SAN MIGUEL
CITY SECRETARY

THE HONORABLE MEMBERS
20TH CITY COUNCIL (SANGGUNIANG PANLUNGSOD)
CAGAYAN DE ORO CITY

HON. JOCELYN B. RODRIGUEZ
CITY VICE MAYOR

First District

Second District

HON. AGAPITO ERIBERTO G. SUAN
CITY COUNCILOR

HON. YEVONNA YACINE B. EMANO
CITY COUNCILOR

HON. ROGER G. ABADAY
CITY COUNCILOR

HON. MARIA LOURDES S. GAANE
CITY COUNCILOR

HON. JAY R. PASCUAL
CITY COUNCILOR

HON. JOYLEEN MERCEDES L. BALABA
CITY COUNCILOR

HON. IMEE ROSE P. MORENO
CITY COUNCILOR

HON. JAMES K. JUDITH II
CITY COUNCILOR

HON. ROMEO V. CALIZO
CITY COUNCILOR

HON. IAN MARK Q. NACAYA
CITY COUNCILOR

HON. GEORGE S. GOKING
CITY COUNCILOR

HON. EDGAR S. CABANLAS
CITY COUNCILOR

HON. JOSE PEPE S. ABBU, JR.
CITY COUNCILOR

HON. CHRISTIAN RUSTICO M. ACHAS
CITY COUNCILOR

HON. MALVERN A. ESPARCIA
CITY COUNCILOR

HON. SUZETTE G. MAGTAJAS-DABA
CITY COUNCILOR

Ex-Officio Members

HON. YAN LAM S. LIM
CITY COUNCILOR
LIGA NG MGA BARANGAY PRESIDENT

HON. KENNETH JOHN D. SACALA
CITY COUNCILOR
CITY SK FEDERATION PRESIDENT

HON. DATU ROBERTO P. CABARING
CITY COUNCILOR
IPMR

Order of Business

- A. CALL TO ORDER BY THE PRESIDING OFFICER, HONORABLE CITY VICE MAYOR JOCELYN B. RODRIGUEZ
- B. INVOCATION BY HONORABLE COUNCILOR AGAPITO ERIBERTO G. SUAN
- C. SINGING OF THE LUPANG HINIRANG
- D. SINGING OF THE CAGAYAN DE ORO MARCH
- E. ROLL CALL AND DETERMINATION OF QUORUM BY THE SANGGUNIANG PANLUNGSOD SECRETARY
- F. READING, CORRECTIONS, IF ANY; AND APPROVAL OF THE MINUTES OF THE PREVIOUS REGULAR-13 SESSION ON OCTOBER 7, 2024
(SEE APPENDIX "A" / Pages 1-13)
- G. ON SPECIAL REPORT
- H. BUSINESS OF THE DAY

- 1) **PROPOSED RESOLUTION NO. 2024-866** – returning to the **Barangay Council of Barangay Balulang**, this City, its Ordinance No. 2024-002, Series of 2024, covering its Supplemental Budget No. 1 for CY 2024 with an Estimated Income of ₱3,784,029.85, with the information that said Ordinance is operative in its entirety.
(SEE APPENDIX "B" / Pages 14-20)

Document/s on file:

- Endorsement of the City Budget Officer dated Oct. 8, 2024
- Ordinance No. 2024-002, Series of 2024 of Barangay Balulang
- Resolution No. 2024-013 Series of 2024 of Barangay Balulang
- Technical Review Analysis Sheet
- Supplemental Budget No. 1 CY 2024
- Plantilla of Personnel, CY 2024
- Certification of the City Accountant
- Computation of Actual Income and Actual Expenses 2023
- BDC Resolution No. 2024-002 Series of 2024
- Brgy. Resolution No. 2024-015 Series of 2024
- CY 2024 Annual Investment Plan (AIP) No. 1
- Supplemental Budget 2024

COMMITTEE SPONSOR/S:

- COMMITTEE ON **BARANGAY AFFAIRS**

COUNCILOR YAN LAM S. LIM, CHAIRPERSON
COUNCILOR KENNETH JOHN D. SACALA, VICE CHAIRPERSON
COUNCILOR ROGER G. ABADAY, MEMBER
COUNCILOR MARIA LOURDES S. GAANE, MEMBER
COUNCILOR GEORGE S. GOKING, MEMBER
COUNCILOR CHRISTIAN RUSTICO M. ACHAS, EX-OFFICIO MEMBER
COUNCILOR EDGAR S. CABANLAS, EX-OFFICIO MEMBER
VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER

- COMMITTEE ON **LAWS AND RULES**

COUNCILOR EDGAR S. CABANLAS, CHAIRPERSON
COUNCILOR ROMEO V. CALIZO, VICE CHAIRPERSON
COUNCILOR GEORGE S. GOKING, MEMBER
COUNCILOR ROGER G. ABADAY, MEMBER
COUNCILOR CHRISTIAN RUSTICO M. ACHAS, EX-OFFICIO MEMBER
VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER

- 2) **PROPOSED RESOLUTION NO. 2024-867** – returning to the **Barangay Council of Barangay No. 20**, this City, its Ordinance No. 1-2024, Series of 2024, covering

its Annual Budget for CY 2024 with an Estimated Income of ₱3,154,393.00, with the information that said Ordinance is operative in its entirety.

(SEE APPENDIX "C" / Pages 21-27)

Document/s on file:

- Endorsement of the City Budget Officer dated Oct. 2, 2024
- Ordinance No. 1-2024 Series of 2024 of Barangay No. 20
- Resolution No. 1-2024 Series of 2023 of Barangay No. 20
- Programmed Appropriation by PPA, Expense Class, Object of Expenditure and Expected Results, FY 2024
- List of Projects under the 20% Development Fund, FY 2024
- Plantilla of Personnel, FY 2024
- Statement of Statutory & Contractual Obligations CY 2024
- Major Final Output
- Certified Statement of Income
- Certification of the Barangay
- FY 2024 Annual Investment Program (AIP)
- Barangay Development Council Resolution No. 02 Series of 2024
- Sangguniang Barangay Resolution No. 08, Series of 2024
- Secretary's Certification

COMMITTEE SPONSOR/S:

- COMMITTEE ON **BARANGAY AFFAIRS**
 - COUNCILOR YAN LAM S. LIM, CHAIRPERSON
 - COUNCILOR KENNETH JOHN D. SACALA, VICE CHAIRPERSON
 - COUNCILOR ROGER G. ABADAY, MEMBER
 - COUNCILOR MARIA LOURDES S. GAANE, MEMBER
 - COUNCILOR EDGAR S. CABANLAS, EX-OFFICIO MEMBER
 - VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER
- COMMITTEE ON **LAWS AND RULES**
 - COUNCILOR EDGAR S. CABANLAS, CHAIRPERSON
 - COUNCILOR ROMEO V. CALIZO, VICE CHAIRPERSON
 - COUNCILOR JOYLEEN MERCEDES L. BALABA, MEMBER
 - COUNCILOR ROGER G. ABADAY, MEMBER
 - VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER

3) PROPOSED RESOLUTION NO. 2024-868 – returning to the **Barangay Council of Barangay No. 30**, this City, its Ordinance No. 2024-001, Series of 2024, covering its Annual Budget for CY 2024 with an Estimated Income of ₱3,840,209.00, with the information that said Ordinance is operative in its entirety.

(SEE APPENDIX "D" / Pages 28-34)

Document/s on file:

- Endorsement of the City Budget Officer dated Oct. 4, 2024
- Ordinance No. 2024-001 Series 2024 of Barangay No. 30
- Resolution No. 2024-017 Series 2024 of Barangay No. 30
- Programmed Appropriation by PPA, Expense Class, Object of Expenditure and Expected Results, FY 2024
- List of Projects Chargeable against the 20% Development Fund, FY 2024
- Plantilla of Personnel, FY 2024
- Summary – Support Staff (Honoraria)
- Statement of Statutory & Contractual Obligations CY 2024
- Certified Statement of Income
- Barangay Development Investment Program
- Barangay Development Council Resolution No. 1-2024
- Sangguniang Barangay Resolution No. 8, Series of 2024
- Secretary's Certification
- FY 2024 Annual Investment Program (AIP)

COMMITTEE SPONSOR/S:

- COMMITTEE ON **BARANGAY AFFAIRS**
 - COUNCILOR YAN LAM S. LIM, CHAIRPERSON
 - COUNCILOR KENNETH JOHN D. SACALA, VICE CHAIRPERSON
 - COUNCILOR ROGER G. ABADAY, MEMBER
 - COUNCILOR MARIA LOURDES S. GAANE, MEMBER
 - COUNCILOR GEORGE S. GOKING, MEMBER
 - COUNCILOR CHRISTIAN RUSTICO M. ACHAS, EX-OFFICIO MEMBER
 - COUNCILOR EDGAR S. CABANLAS, EX-OFFICIO MEMBER
 - VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER
- COMMITTEE ON **LAWS AND RULES**
 - COUNCILOR EDGAR S. CABANLAS, CHAIRPERSON
 - COUNCILOR ROMEO V. CALIZO, VICE CHAIRPERSON
 - COUNCILOR GEORGE S. GOKING, MEMBER
 - COUNCILOR ROGER G. ABADAY, MEMBER
 - COUNCILOR JOYLEEN MERCEDES L. BALABA, MEMBER
 - COUNCILOR CHRISTIAN RUSTICO M. ACHAS, EX-OFFICIO MEMBER
 - VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER

4) PROPOSED RESOLUTION NO. 2024-869 – returning to the **Barangay Council of Barangay Tumpagon**, this City, its Ordinance No. 01, Series of 2024, covering its Annual Budget for CY 2024 with an Estimated Income of ₱5,071,549.00, with the information that said Ordinance is operative in its entirety.

(SEE APPENDIX "E" / Pages 35-41)

Document/s on file:

- Endorsement of the City Budget Officer dated Oct. 3, 2024
- Ordinance No. 01 Series of 2024 of Barangay Tumpagon
- Resolution No. 015-24 Series of 2024 of Barangay Tumpagon
- Statement of Statutory & Contractual Obligations CY 2024
- Certified Statement of Income
- Major Final Output
- Certification of the Barangay
- Plantilla of Personnel, FY 2024
- Summary – General Services – Job Order
- Programmed Appropriation by PPA, Expense Class, Object of Expenditure and Expected Results, FY 2024
- List of Projects Chargeable against the 20% Development Fund, FY 2024
- Budget of Expenditures and Sources of Financing, FY 2024
- FY 2024 Annual Investment Program (AIP)
- Barangay Development Council No. 003 and 004, Series of 2024
- Secretary's Certification
- Barangay Development Investment Program (BDIP)

COMMITTEE SPONSOR/S:

- COMMITTEE ON **BARANGAY AFFAIRS** - COUNCILOR YAN LAM S. LIM, CHAIRPERSON
- COUNCILOR KENNETH JOHN D. SACALA, VICE CHAIRPERSON
- COUNCILOR ROGER G. ABADAY, MEMBER
- COUNCILOR MARIA LOURDES S. GAANE, MEMBER
- COUNCILOR GEORGE S. GOKING, MEMBER
- COUNCILOR CHRISTIAN RUSTICO M. ACHAS, EX-OFFICIO MEMBER
- COUNCILOR EDGAR S. CABANLAS, EX-OFFICIO MEMBER
- VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER
- COMMITTEE ON **LAWS AND RULES** - COUNCILOR EDGAR S. CABANLAS, CHAIRPERSON
- COUNCILOR ROMEO V. CALIZO, VICE CHAIRPERSON
- COUNCILOR ROGER G. ABADAY, MEMBER
- COUNCILOR JOYLEEN MERCEDES L. BALABA, MEMBER
- VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER

5) PROPOSED RESOLUTION NO. 2024-870 – adopting the Order of the Committee on Ethics and Blue Ribbon on BR Case No. 2023-14, entitled: “Ms. Chuchie Eballa Acaso (Complainant) against Hon. Julito D. Ogsimer, Punong Barangay, Hon. Asperino N. Baconga, Hon. Anthony B. Bustamante and Hon. Rowena Raye M. Mediana, all of Barangay Lapasan (Respondents), for Violation of Section 3, paragraph (E) and (G) of Republic Act No. 3019, Dishonesty, Grave Misconduct, Conduct Unbecoming of a Public Officer, Abuse of Authority and RA 7160 of the Local Government Code”, dismissing the said case for lack of merit.

(SEE APPENDIX “F” / Pages 42-49)

Document/s on file:

- Referral of the City Vice Mayor dated July 10, 2023
- Endorsement of the Office of the Ombudsman dated May 30, 2023 and March 30, 2023
- Complaint-Affidavit dated March 2023
- Resolution dated September 30, 2024
- Manifestation of the complainant dated March 8, 2024
- Joint Verified Answer of the respondents
- Verification/certification of Non-Forum Shopping dated Aug 4, 2023
- Counter Affidavit dated Aug. 4, 2023
- Joint position paper of the respondents
- Verification/certification of Non-Forum Shopping dated March 7, 2024 Order dated February 8, 2024

- COMMITTEE ON **ETHICS AND BLUE RIBBON** - COUNCILOR EDGAR S. CABANLAS, CHAIRPERSON
- COUNCILOR JOSE PEPE S. ABBU, JR., VICE CHAIRPERSON
- COUNCILOR JOYLEEN MERCEDES L. BALABA, MORENO
- COUNCILOR ROMEO V. CALIZO, MEMBER
- COUNCILOR ROGER G. ABADAY, MEMBER
- VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER
- COMMITTEE ON **LAWS AND RULES** - COUNCILOR EDGAR S. CABANLAS, CHAIRPERSON
- COUNCILOR ROMEO V. CALIZO, VICE CHAIRPERSON
- COUNCILOR ROGER G. ABADAY, MEMBER
- COUNCILOR JOYLEEN MERCEDES L. BALABA, MEMBER
- VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER

6) PROPOSED RESOLUTION NO. 2024-871 – interposing no objection to the transport franchise operation of the **JoyRide Superapp** in the City of Cagayan de Oro, which offers on-demand services in ride-hailing, delivery, food & shopping, and payments, as applied for by its President, Mr. Neil Sherwin Yu; subject to its compliance of existing laws, rules and regulations pertinent thereto.

(SEE APPENDIX “G” / Pages 50-54)

Document/s on file:

- Letter of the JoyRide Superapp dated Sept. 20, 2024
- LTFRB Resolution No. 020, Series of 2024 (Accreditation)

- COMMITTEE ON **PUBLIC UTILITIES (ROADS AND TRAFFIC MANAGEMENT)** - COUNCILOR ROMEO V. CALIZO, CHAIRPERSON
- COUNCILOR ROGER G. ABADAY, MEMBER

- COUNCILOR KENNETH JOHN D. SACALA, MEMBER
- COUNCILOR MALVERN A. ESPARCIA, MEMBER
- COMMITTEE ON **LAWS AND RULES**
 - COUNCILOR YEVONNA YACINE B. EMANO, MEMBER
 - COUNCILOR EDGAR S. CABANLAS, CHAIRPERSON
 - COUNCILOR ROMEO V. CALIZO, VICE CHAIRPERSON
 - COUNCILOR ROGER G. ABADAY, MEMBER
 - COUNCILOR JOYLEEN MERCEDES L. BALABA, MEMBER

7) PROPOSED ORDINANCE NO. 2024-594 – prescribing and/or adopting the Qualification Standards (QS) for appointment to the herein specified vacant positions in the respective Plantilla of the herein mentioned offices of the City Government of Cagayan de Oro, pursuant to Civil Service Commission Memorandum Circular No. 6, Series of 2023, which amends Section 34 of the 2017 Omnibus Rules on Appointments and Other Human Resource Actions (ORAOHRA), viz:

1. City Government Department Head II <i>(City Economic Development and Investment Promotions Officer)</i> Item No. 12 / SG 26 Oro Trade and Investment Promotions Office			
EDUCATION	EXPERIENCE	TRAINING	ELIGIBILITY
Bachelor’s Degree	5 years in position/s in management and supervision, 2 years of which in business development, tourism, investment promotions or other related fields	32 hours of training in management and supervision as well as 40 hours of relevant training in investment promotions, marketing, business planning and economics	CS Prof/ 2 nd Level Eligibility
2. City Government Assistant Department Head II <i>(Assistant Chief of Hospital)</i> Item No. 2 / SG 24 J.R. Borja General Hospital			
EDUCATION	EXPERIENCE	TRAINING	ELIGIBILITY
Doctor of Medicine with Master’s Degree in Hospital Administration or relevant field	4 years of experience in managerial/supervisory position in a healthcare facility setting	60 hours of managerial/supervisory training	RA 1080
3. City Government Assistant Department Head II <i>(Assistant City Building Official)</i> Item No. 2 / SG 24 Office of the City Building Official			
EDUCATION	EXPERIENCE	TRAINING	ELIGIBILITY
Bachelor’s Degree in Civil Engineering or Architecture	4 years in position of managerial/supervisory experience in building design and construction	24 hours of managerial/ supervisory training with at least 32 trng of training in PD 1096 & other relevant laws	RA 1080 - Civil Engineer or Architect

(SEE APPENDIX "H" / Pages 55-65)

Document/s on file:

- *Endorsement of the Hon. City Mayor Rolando A. Uy dated Sept. 5, 2024*
- *Letter of the City Vice Mayor dated Sept. 25, 2024*
- *Personnel Schedule, Budget Year 2024*

- COMMITTEE ON **PLANNING, RESEARCH & INNOVATION AND PEOPLE’S ORGANIZATION ACCREDITATION**
 - COUNCILOR IAN MARK Q. NACAYA, CHAIRPERSON
 - COUNCILOR ROMEO V. CALIZO, VICE CHAIRPERSON
 - COUNCILOR SUZETTE G. MAGTAJAS-DABA, MEMBER
 - COUNCILOR IMEE ROSE P. MORENO, MEMBER
 - COUNCILOR AGAPITO ERIBERTO G. SUAN, MEMBER
 - COUNCILOR MALVERN A. ESPARCIA, MEMBER
 - COUNCILOR YAN LAM S. LIM, MEMBER
 - COUNCILOR EDGAR S. CABANLAS, EX-OFFICIO MEMBER
 - VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER
- COMMITTEE ON **LAWS AND RULES**
 - COUNCILOR EDGAR S. CABANLAS, CHAIRPERSON
 - COUNCILOR ROMEO V. CALIZO, VICE CHAIRPERSON
 - COUNCILOR ROGER G. ABADAY, MEMBER
 - COUNCILOR JOYLEEN MERCEDES L. BALABA, MEMBER
 - VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER

- 8) **PROPOSED ORDINANCE NO. 2024-595** – appropriating the sum of ₱215,323.44 from the item: “Non-Office: General Public Services Sector-Terminal Leave Benefits/ Monetization of Earned Leave (*earmarked for Mr. Richard Antonio A. Guzman, former Nurse III of the Office of the City Health Officer*)” in the 2024 Annual Budget to be made available for the payment of the Terminal Leave Pay of Mr. Divino D. Soldevilla, former Barangay Health Aide of the said office, who retired from the public service effective December 5, 2023.

(SEE APPENDIX “I” / Pages 66-73)

Document/s on file:

- Endorsement of the Hon. City Mayor Rolando A. Uy dated September 20, 2024
- Certificate of Availability of Funds (CAF#282-2024) dated September 11, 2024
- Letter of the Office of the City Health Officer dated August 8, 2024
- LFC Resolution No. 150-2024
- Certification of Leave Credits / Clearance Form

▪ COMMITTEE ON **FINANCE, BUDGET AND APPROPRIATIONS**

- COUNCILOR YAN LAM S. LIM, CHAIRPERSON
- COUNCILOR JOYLEEN MERCEDES L. BALABA, MEMBER
- COUNCILOR ROMEO V. CALIZO, MEMBER
- COUNCILOR EDGAR S. CABANLAS, MEMBER
- COUNCILOR KENNETH JOHN D. SACALA, MEMBER
- VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER

▪ COMMITTEE ON **LAWS AND RULES**

- COUNCILOR EDGAR S. CABANLAS, CHAIRPERSON
- COUNCILOR ROMEO V. CALIZO, VICE CHAIRPERSON
- COUNCILOR ROGER G. ABADAY, MEMBER
- COUNCILOR JOYLEEN MERCEDES L. BALABA, MEMBER
- VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER

- 9) **PROPOSED ORDINANCE NO. 2024-596** – authorizing City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro (*Donee*), to sign the Deed of Donation executed by the Department of Health-Center for Health Development Northern Mindanao (DOH CHDNM) (*Donor*), represented by its Director IV, Sulpicio Henry M. Legaspi, Jr., MD, covering One (1) Unit Land Ambulance including equipment amounting to ₱2.5 Million, under the terms and conditions stipulated therein.

(SEE APPENDIX “J” / Pages 74-82)

Document/s on file:

- Letter of the Hon. City Mayor Rolando A. Uy dated Sept. 16, 2024
- Letter of the Office of the City Legal Officer dtd Sept. 16, 2024
- LTO Certificate of Registration dated June 19, 2024
- LTO Official Receipt dated June 18, 2024
- Deed of Donation

▪ COMMITTEE ON **HEALTH, NUTRITION AND HEALTH INSURANCE**

- COUNCILOR MARIA LOURDES S. GAANE, CHAIRPERSON
- COUNCILOR JOYLEEN MERCEDES L. BALABA, VICE CHAIRPERSON
- COUNCILOR SUZETTE G. MAGTAJAS-DABA, MEMBER
- COUNCILOR IMEE ROSE P. MORENO, MEMBER
- COUNCILOR JAY R. PASCUAL, MEMBER
- COUNCILOR YEVONNA YACINE B. EMANO, MEMBER
- COUNCILOR EDGAR S. CABANLAS, EX-OFFICIO MEMBER
- VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER

▪ COMMITTEE ON **LAWS AND RULES**

- COUNCILOR EDGAR S. CABANLAS, CHAIRPERSON
- COUNCILOR ROMEO V. CALIZO, VICE CHAIRPERSON
- COUNCILOR ROGER G. ABADAY, MEMBER
- COUNCILOR JOYLEEN MERCEDES L. BALABA, MEMBER
- VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER

- 10) **PROPOSED ORDINANCE NO. 2024-597** – authorizing the Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, to enter into and sign the Memorandum of Agreement (MOA) with the **Commission on Human Rights (CHR)**, represented by its Regional Director, Atty. Jeanne Ivy Abrina, covering the parties’ collaboration in the establishment, development, strengthening and continuous operationalization of a Center for Human Rights Education (CHRE) through the City College of Cagayan de Oro, under the terms and conditions stipulated therein.

(SEE APPENDIX “K” / Pages 83-93)

Document/s on file:

- Letter of the Hon. City Mayor Rolando A. Uy dated September 5, 2024
- Letter of the Office of the City Legal Officer dated September 5, 2024
- Memorandum of Agreement

COMMITTEE SPONSOR/S:

- COMMITTEE ON **EDUCATION**
 - COUNCILOR SUZETTE G. MAGTAJAS-DABA, CHAIRPERSON
 - COUNCILOR IMEE ROSE P. MORENO, MEMBER
 - COUNCILOR MARIA LOURDES S. GAANE, MEMBER
 - COUNCILOR GEORGE S. GOKING, MEMBER
 - COUNCILOR JAY R. PASCUAL, MEMBER
 - COUNCILOR KENNETH JOHN D. SACALA, MEMBER
 - COUNCILOR EDGAR S. CABANLAS, EX-OFFICIO MEMBER
 - VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER
- COMMITTEE ON **LAWS AND RULES**
 - COUNCILOR EDGAR S. CABANLAS, CHAIRPERSON
 - COUNCILOR ROMEO V. CALIZO, VICE CHAIRPERSON
 - COUNCILOR ROGER G. ABADAY, MEMBER
 - COUNCILOR JOYLEEN MERCEDES L. BALABA, MEMBER
 - VICE MAYOR JOCELYN B. RODRIGUEZ, EX-OFFICIO MEMBER

For inclusion:

11) A. PROPOSED ORDINANCE NO. 2024-598 – authorizing the Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, to enter into and sign the Memorandum of Agreement (MOA) with the **1 and All Technical School, Inc.**, represented by its School President, Ms. Maria Jocelyn N. Co, covering the parties' collaboration in the implementation of the City's Relevant Industry Skills for Employment (RISE) Scholarship Program, under the terms and conditions stipulated therein.

(SEE APPENDIX "L" / Pages 94-104)

B. PROPOSED ORDINANCE NO. 2024-599 – authorizing the Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, to enter into and sign the Memorandum of Agreement (MOA) with the **AMHARA Technical Training Institute, Inc.**, represented by its President, Ms. Marilou P. Rabe, covering the parties' collaboration in the implementation of the City's Relevant Industry Skills for Employment (RISE) Scholarship Program, under the terms and conditions stipulated therein.

(SEE APPENDIX "M" / Pages 105-115)

C. PROPOSED ORDINANCE NO. 2024-600 – authorizing the Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, to enter into and sign the Memorandum of Agreement (MOA) with the **Asian Business Cabletow Cooperative Academy, Inc.**, represented by its Chairman and CEO, Dr. Soc Anthony Ma. Del Rosario, covering the parties' collaboration in the implementation of the City's Relevant Industry Skills for Employment (RISE) Scholarship Program, under the terms and conditions stipulated therein.

(SEE APPENDIX "N" / Pages 116-127)

D. PROPOSED ORDINANCE NO. 2024-601– authorizing the Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, to enter into and sign the Memorandum of Agreement (MOA) with the **Four J and E Technical School, Inc.**, represented by its President, Mr. James A. Iñigo, Ph.D., covering the parties' collaboration in the implementation of the City's Relevant Industry Skills for Employment (RISE) Scholarship Program, under the terms and conditions stipulated therein.

(SEE APPENDIX "O" / Pages 128-138)

E. PROPOSED ORDINANCE NO. 2024-602 – authorizing the Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, to enter into and sign the Memorandum of Agreement (MOA) with the **St. Joseph Technological Institute and Assessment Center, Inc.**, represented by its President, Engr. Eduardo Quijano, covering the parties' collaboration in the implementation of the City's Relevant Industry Skills for Employment (RISE) Scholarship Program, under the terms and conditions stipulated therein.

(SEE APPENDIX "P" / Pages 139-149)

F. PROPOSED ORDINANCE NO. 2024-603 – authorizing the Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, to enter into and sign the Memorandum of Agreement (MOA) with the **Vineyard International Polytechnic College, Inc.**, represented by its President, Mr. Kristiane Anton P. Padilla, covering the parties' collaboration in the implementation of the City's Relevant Industry Skills for Employment (RISE) Scholarship Program, under the terms and conditions stipulated therein.

(SEE APPENDIX "Q" / Pages 150-160)

F. PROPOSED ORDINANCE NO. 2024-604 – authorizing the Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, to enter into and sign the Memorandum of Agreement (MOA) with the **Zaide Ua-o Technical School and Assessment Center, Inc.**, represented by its School President, Mr. Robin Louie B. Ua-o, covering the collaboration of the parties in the implementation of the City's Relevant Industry Skills for Employment (RISE) Scholarship Program, under the terms and conditions stipulated therein.

(SEE APPENDIX "R" / Pages 161-171)

NOTE: CERTIFIED URGENT BY CITY MAYOR ROLANDO A. UY

Document/s on file:

- Letter of the Hon. City Mayor Rolando A. Uy dated October 4, 2024
- Letter of the Office of the City Legal Officer dated October 4, 2024
- Endorsement of the City Scholarships Office dated Oct. 3, 2024
- Memoranda of Agreement

12) A. PROPOSED ORDINANCE NO. 2024-605 – authorizing the Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, to enter into and sign the Memorandum of Agreement (MOA) with the **Capitol University (CU)**, represented by its University President, Atty. Casimiro B. Juarez, Jr., and the **Department of Education-Division of Cagayan de Oro (DEPED-CDO)**, represented by its Schools Division Superintendent, Mr. Roy Angelo E. Gazo, Ph.D., CESO V, covering the partnership of the parties in the implementation of the Alternative Learning System-Night School Program (ALS-NSP), under the terms and conditions stipulated therein.

(SEE APPENDIX "S" / Pages 172-185)

B. PROPOSED ORDINANCE NO. 2024-606 – authorizing the Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, to enter into and sign the Memorandum of Agreement (MOA) with the **PHINMA Cagayan de Oro College (PHINMA-COC)**, represented by its Chief Operations Officer, Mr. Mark C. Macaventa, and the **Department of Education-Division of Cagayan De Oro (DEPED-CDO)**, represented by its Schools Division Superintendent, Mr. Roy Angelo E. Gazo, Ph.D., CESO V, covering the partnership of the parties in the implementation of the Alternative Learning System-Night School Program (ALS-NSP), under the terms and conditions stipulated therein.

(SEE APPENDIX "T" / Pages 186-199)

NOTE: CERTIFIED URGENT BY CITY MAYOR ROLANDO A. UY

Document/s on file:

- Endorsement of the Hon. City Mayor Rolando A. Uy dated October 4, 2024
- Letter of the Office of the City Legal Officer dated October 4, 2024
- Endorsement of the City Scholarships Office dated October 4, 2024
- Memoranda of Agreement

- 13) PROPOSED ORDINANCE NO. 2024-607** – authorizing the Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, to enter into and sign the Memorandum of Undertaking (MOU) with the **Department of Public Works and Highways-Cagayan de Oro City 2nd District Engineering Office** (DPWH-CDOC 2nd DEO), *represented by its District Engineer, Jan Paulo C. Lisondra*, covering the parties' collaboration in the implementation of the CY 2024 Farm-to-Market Roads (FMR) Projects located in the Barangays of Bugo, Indahag and Balubal, all of this City, with a total project fund of ₱66 Million, under the terms and conditions stipulated in the MOU hereto attached.

APPENDIX "U" / Pages 200-213)

NOTE: CERTIFIED URGENT BY CITY MAYOR ROLANDO A. UY

Document/s on file:

- Letter of the Hon. City Mayor Rolando A. Uy dated September 27, 2024
- Letter of the Office of the City Legal Officer dated Sept. 26, 2024
- Letter of the Department of Agriculture-10 (DA-10) dated January 3, 2024
- Letter of the Office of the City Agriculturist dated Oct. 1, 2023
- Road Concreting Project Costing
- Endorsement of the City Budget Officer dated Sept. 23, 2024
- Identification Cards
- Memorandum of Undertaking

**MINUTES OF THE 98TH REGULAR SESSION OF THE 20TH CITY COUNCIL
(SANGGUNIANG PANLUNGSOD) OF CAGAYAN DE ORO ON
OCTOBER 7, 2024**

1 City Vice Mayor Jocelyn B. Rodriguez, Presiding Officer, called the session to order at exactly
2 2:33 PM.

3 The members present were the following:

4 - City Vice Mayor Jocelyn B. Rodriguez

5 *First District:*

6 - City Councilor Agapito Eriberto G. Suan

7 - City Councilor Roger G. Abaday

8 - City Councilor Jay R. Pascual

9 - City Councilor Imee Rose P. Moreno

10 - City Councilor Romeo V. Calizo

11 - City Councilor Jose Pepe S. Abbu, Jr.

12 - City Councilor Malvern A. Esparcia

13 *Second District:*

14 - City Councilor Maria Lourdes S. Gaane, M.D.

15 - City Councilor Joyleen Mercedes L. Balaba

16 - City Councilor James K. Judith II

17 - City Councilor Ian Mark Q. Nacaya

18 - City Councilor Edgar S. Cabanlas

19 - City Councilor Suzette G. Magtajas-Daba

20 *Ex-Officio Member:*

21 - City Councilor Yan Lam S. Lim (*President, Liga ng mga Barangay*)

22 - City Councilor Datu Roberto P. Cabaring (IPMR)

23 - City Councilor Kenneth John D. Sacala (*President, City SK Federation*)

24 *Absent:*

25 - City Councilor George S. Goking (*Indisposed*)

26 - City Councilor Yevonna Yacine B. Emano

27 - City Councilor Christian Rustico M. Achas

28 After determining that a quorum existed, the City Council proceeded to do business.

29 **A. ON MINUTES OF THE 97TH REGULAR SESSION ON SEPTEMBER 30, 2024**

30 **MOTION NO. 27863-2024**

31 MOTION TO DISPENSE WITH THE READING OF THE MINUTES OF THE PREVIOUS REGULAR
32 SESSION ON SEPTEMBER 30, 2024, AND TO CONSIDER THE FURNISHING OF COPIES THEREOF
33 TO EACH MEMBER AS THE READING ITSELF

34 Moved by Councilor Edgar S. Cabanlas, severally seconded by members present,
35 UNANIMOUSLY CARRIED.

36 **MOTION NO. 27864-2024**

37 MOTION TO APPROVE THE MINUTES OF THE PREVIOUS REGULAR SESSION ON SEPTEMBER 30,
38 2024

39 Moved by Councilor Edgar S. Cabanlas, severally seconded by members present,
40 UNANIMOUSLY CARRIED.

41 **B. ON APPEARANCE**

42 **MOTION NO. 27865-2024**

43 MOTION TO SUSPEND THE 20TH CITY COUNCIL HOUSE RULES TO ALLOW NON-MEMBERS TO
44 ADDRESS THE BODY

45 Moved by Councilor Edgar S. Cabanlas, severally seconded by members present,
46 UNANIMOUSLY CARRIED.

47 **MOTION NO. 27866-2024**

48 MOTION TO HEAR, IN AID OF LEGISLATION, MR. VIRGILINO P. ALIMA, PENR OFFICER OF THE
49 PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES-MISAMIS ORIENTAL-DENR, REGARDING
50 ITS PROPOSED 10-YEAR CAVE MANAGEMENT PLAN FOR BUNTOD, BOLUTOHAN, AND CALABERA
51 CAVES, AND THE ADOPTION OF THE PLANS BY THE LOCAL GOVERNMENT UNIT OF CAGAYAN DE
52 ORO CITY

53 Moved by Councilor Edgar S. Cabanlas, severally seconded by members present,
54 UNANIMOUSLY CARRIED.

55 *At this juncture, representatives of the Provincial Environment and Natural Resources-Misamis*
56 *Oriental-DENR, presented and answer queries from the Council members regarding the*
57 *Proposed 10-Year Cave Management Plan for Buntod, Bolutohan, and Calabera Caves.*

58
59 **MOTION NO. 27867-2024**

60 MOTION TO LIFT THE SUSPENSION OF THE 20TH CITY COUNCIL HOUSE RULES

61 Moved by Councilor Edgar S. Cabanlas, severally seconded by members present,
62 UNANIMOUSLY CARRIED.

63 **C. ON MINUTES OF THE 98TH REGULAR SESSION ON OCTOBER 7, 2024**

64 **RESOLUTION NO. 15059-2024**

65 RESOLUTION RETURNING TO THE **SANGGUNIANG KABATAAN OF BARANGAY NO. 2**, THIS
66 CITY, ITS RESOLUTION NO. 003, SERIES OF 2024, COVERING ITS ANNUAL BUDGET FOR CY 2024
67 WITH AN ESTIMATED INCOME OF ₱315,185.00, WITH THE INFORMATION THAT SAID
68 RESOLUTION IS OPERATIVE IN ITS ENTIRETY

69 Moved by Councilor Kenneth John D. Sacala, duly seconded by Councilors Jose Pepe S.
70 Abbu, Jr. and Malvern A. Esparcia, UNANIMOUSLY APPROVED.

71 **RESOLUTION NO. 15060-2024**

72 RESOLUTION RETURNING TO THE **SANGGUNIANG KABATAAN OF BARANGAY NO. 11**, THIS
73 CITY, ITS RESOLUTION NO. 2024-023, COVERING ITS ANNUAL BUDGET FOR CY 2025 WITH AN
74 ESTIMATED INCOME OF ₱536,613.00, WITH THE INFORMATION THAT SAID RESOLUTION IS
75 OPERATIVE IN ITS ENTIRETY

76 Moved by Councilor Kenneth John D. Sacala, duly seconded by Councilors Jose Pepe S.
77 Abbu, Jr. and Malvern A. Esparcia, UNANIMOUSLY APPROVED.

78 **RESOLUTION NO. 15061-2024**

79 RESOLUTION RETURNING TO THE **SANGGUNIANG KABATAAN OF BARANGAY NO. 12**, THIS
80 CITY, ITS RESOLUTION NO. 003, SERIES OF 2024, COVERING ITS ANNUAL BUDGET FOR CY 2024
81 WITH AN ESTIMATED INCOME OF ₱351,850.00, WITH THE INFORMATION THAT SAID
82 RESOLUTION IS OPERATIVE IN ITS ENTIRETY

83 Moved by Councilor Kenneth John D. Sacala, duly seconded by Councilors Jose Pepe S.
84 Abbu, Jr. and Malvern A. Esparcia, UNANIMOUSLY APPROVED.

85 **RESOLUTION NO. 15062-2024**

86 RESOLUTION RETURNING TO THE **SANGGUNIANG KABATAAN OF BARANGAY**
87 **PAGALUNGAN**, THIS CITY, ITS RESOLUTION NO. 06, SERIES OF 2024, COVERING ITS ANNUAL
88 BUDGET FOR CY 2024 WITH AN ESTIMATED INCOME OF ₱656,928.00, WITH THE INFORMATION
89 THAT SAID RESOLUTION IS OPERATIVE IN ITS ENTIRETY

90 Moved by Councilor Kenneth John D. Sacala, duly seconded by Councilors Jose Pepe S.
91 Abbu, Jr. and Malvern A. Esparcia, UNANIMOUSLY APPROVED.

92 **MOTION NO. 27868-2024**

93 MOTION TO APPROVE ON SECOND READING **RESOLUTION NO. 15059-2024, 15060-2024,**
94 **15061-2024 AND 15062-2024**

95 Moved by Councilor Edgar S. Cabanlas, duly seconded by Councilors Kenneth John D.
96 Sacala and Romeo V. Calizo, UNANIMOUSLY CARRIED.

97 **RESOLUTION NO. 15063-2024**

98 RESOLUTION COMMENDING CITY POLICE DIRECTOR P/COL. SALVADOR N. RADAM, PRECINCT
99 COMMANDER P/MAJ. SABINO B. LABITAD OF POLICE STATION 6, AND P/MASTER SGT. ZOSIMO
100 JALE, JR. (TEAM LEADER-BALUBAL POLICE SUB-STATION) FOR ESTABLISHING THE POLICE SUB-
101 STATION IN BARANGAY BALUBAL, CAGAYAN DE ORO CITY

102 Moved by Councilor James K. Judith II, duly seconded by Councilors Kenneth John D. Sacala,
103 Jose Pepe S. Abbu, Jr. and Roger G. Abaday, UNANIMOUSLY APPROVED; *with Councilors James K. Judith*
104 *II and Roger G. Abaday as Proponents.*

105 **MOTION NO. 27869-2024**

106 MOTION TO APPROVE ON SECOND READING **RESOLUTION NO. 15063-2024**

107 Moved by Councilor Edgar S. Cabanlas, duly seconded by Councilors Kenneth John D.
108 Sacala and Jose Pepe S. Abbu, Jr., UNANIMOUSLY CARRIED.

109 **ORDINANCE NO. 14921-2024**

110 AN ORDINANCE APPROVING THE APPLICATION OF INDAHAG SQUARE GARDEN, REPRESENTED
111 BY MR. VICTOR P. CABELTES, TO HOLD A 3-STAG DERBY ON OCTOBER 9, 2024 AT THE SAID
112 COCKPIT, LOCATED IN SITIO LOMBOY, BARANGAY INDAHAG, THIS CITY

113 Moved by Councilor Roger G. Abaday, duly seconded by Councilors Jose Pepe S. Abbu, Jr.
114 and Kenneth John D. Sacala, UNANIMOUSLY APPROVED.

115 **MOTION NO. 27870-2024**

116 MOTION TO APPROVE ON SECOND AND FINAL READING **ORDINANCE NO. 14921-2024**

117 Moved by Councilor Edgar S. Cabanlas, duly seconded by Councilor James K. Judith II and
118 Roger G. Abaday, UNANIMOUSLY CARRIED.

119 **ORDINANCE NO. 14922-2024**

120 AN ORDINANCE AUTHORIZING THE HONORABLE CITY MAYOR ROLANDO A. UY, REPRESENTING
121 THE CITY GOVERNMENT OF CAGAYAN DE ORO, TO ENTER INTO AND SIGN THE CONTRACT FOR
122 LINE EXTENSION WITH THE **CAGAYAN ELECTRIC POWER & LIGHT CO., INC.** (CEPALCO),
123 REPRESENTED BY ITS VICE PRESIDENT AND HEAD, CUSTOMER SERVICES DIVISION, ENGR. JOREY
124 T. ALFARO, PME, COVERING THE ELECTRIFICATION OF THE BALUBAL SUBDIVISION RELOCATION
125 PHASE 2 (CITY'S RELOCATION SITE), LOCATED IN BARANGAY BALUBAL, THIS CITY, UNDER THE
126 TERMS AND CONDITIONS STIPULATED THEREIN.

127 Moved by Councilor Agapito Eriberto G. Suan, duly seconded by Councilors Jose Pepe S.
128 Abbu, Jr. and Jay R. Pascual, UNANIMOUSLY APPROVED.

129 **MOTION NO. 27871-2024**

130 MOTION TO APPROVE ON SECOND AND FINAL READING **ORDINANCE NO. 14922-2024**

131 Moved by Councilor Edgar S. Cabanlas, duly seconded by Councilors Kenneth John D.
132 Sacala and Jay R. Pascual, UNANIMOUSLY CARRIED.

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MOTION NO. 27872-2024

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MOTION TO INCLUDE IN TODAY'S REGULAR SESSION, AS ITEM/S:

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- 8) PROPOSED ORDINANCE NO. 2024-591** – authorizing the Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, to enter into and sign the Memorandum of Agreement (MOA) with the **Department of Social Welfare and Development Field Office 10** (DSWD FIELD OFFICE 10), represented by its Regional Director, Ramel F. Jamen, covering the partnership of the parties in the conduct of Community-Based Livelihood Skills Training at the Regional Haven for Women and Home for Girls through the Community Improvement Division (CID), under the terms and conditions stipulated therein.

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Note: Certified urgent by City Mayor Rolando A. Uy

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- 9) PROPOSED ORDINANCE NO. 2024-591** – authorizing the Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, to enter into and sign the Data Sharing Agreement with the **Bureau of Local Government Finance (BLGF)**, represented by its Executive Director, Consolacion Q. Agcaoili; **Bureau of Internal Revenue (BIR)**, represented by its Commissioner, Romeo D. Lumagui, Jr.; **Land Registration Authority (LRA)**, represented by its Administrator, Gerardo P. Sirios, and the herein partner-local government units (referred as the prototype LGUs), covering the collaboration of the parties in the implementation of the Local Governance Reform Project (LRGRP), under the terms and conditions stipulated therein.

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Note: Certified urgent by City Mayor Rolando A. Uy

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- 10) PROPOSED ORDINANCE NO. 2024-592** – authorizing the Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, to enter into and sign the Memorandum of Agreement with the **Sycip, Gorres Velayo & Co. (SGV)**, represented by its Chairman and Country Managing Partner, Wilson P. Tan, covering the latter's provision of services in the production, publication and launch of "Doing Business in Cagayan de Oro" at no cost to the City Government, under the terms and conditions stipulated therein.

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Note: Certified urgent by City Mayor Rolando A. Uy

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- 11) PROPOSED RESOLUTION NO. 2024-860** - confirming the Executive Order No. 307-A, Series of 2024, of the City Chief Executive, entitled: "An Order reconstituting the Human Resource Merit Promotion and Selection Board for the City Government of Cagayan de Oro, pursuant to CSC MC No. 24, s. 2017".

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- 12) PROPOSED RESOLUTION NO. 2024-861** - confirming the Administrative Order No. 001-24 of the City Vice Mayor, entitled: "An Order amending Administrative Order No. 004-23, Re: Constituting the Human Resource Merit Promotion and Selection Board (HRMPSB) for the Legislative Department of the City Government of Cagayan de Oro, pursuant to CSC Memorandum Circular No.14, Series of 2018.

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- 13) PROPOSED RESOLUTION NO. 2024-862** - commending Sgt. Stan Myer Cortez Borromeo, PAFR, for his courageous action as the first responder in the vehicular accident involving a student who suffered an arm injury on September 28, 2024.

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Proponent: Councilor Malvern A. Esparcia

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- 14) PROPOSED RESOLUTION NO. 2024-863** – expressing the 20th City Council's deepest sorrow for the untimely demise of Mrs. Cristita Sio Goking; and conveying most profound sympathy and condolences to City Councilor George S. Goking and the bereaved family.

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Proponents: All members

231 THE CITY GOVERNMENT OF CAGAYAN DE ORO, TO ENTER INTO AND SIGN THE MEMORANDUM
232 OF AGREEMENT WITH THE **SYCIP, GORRES VELAYO & CO. (SGV)**, REPRESENTED BY ITS
233 CHAIRMAN AND COUNTRY MANAGING PARTNER, WILSON P. TAN, COVERING THE LATTER'S
234 PROVISION OF SERVICES IN THE PRODUCTION, PUBLICATION AND LAUNCH OF "DOING
235 BUSINESS IN CAGAYAN DE ORO" AT NO COST TO THE CITY GOVERNMENT, UNDER THE TERMS
236 AND CONDITIONS STIPULATED THEREIN

237 Moved by Councilor Ian Mark Q. Nacaya, severally seconded by members present,
238 UNANIMOUSLY APPROVED.

239 **MOTION NO. 27875-2024**

240 MOTION TO APPROVE ON SECOND AND FINAL READING **ORDINANCE NO. 14925-2024**

241 Moved by Councilor Edgar S. Cabanlas, severally seconded by members present,
242 UNANIMOUSLY CARRIED.

243 **RESOLUTION NO. 15064-2024**

244 RESOLUTION CONFIRMING THE EXECUTIVE ORDER NO. 307-A, SERIES OF 2024, OF THE CITY
245 CHIEF EXECUTIVE, ENTITLED: "AN ORDER RECONSTITUTING THE HUMAN RESOURCE MERIT
246 PROMOTION AND SELECTION BOARD FOR THE CITY GOVERNMENT OF CAGAYAN DE ORO,
247 PURSUANT TO CSC MC NO. 24, S. 2017"

248 Moved by Councilor Ian Mark Q. Nacaya, severally seconded by members present,
249 UNANIMOUSLY APPROVED.

250 **MOTION NO. 27876-2024**

251 MOTION TO APPROVE ON SECOND READING **RESOLUTION NO. 15064-2024**

252 Moved by Councilor Edgar S. Cabanlas, severally seconded by the members present,
253 UNANIMOUSLY CARRIED.

254 **RESOLUTION NO. 15065-2024**

255 RESOLUTION CONFIRMING THE ADMINISTRATIVE ORDER NO. 001-24 OF THE CITY VICE MAYOR,
256 ENTITLED: "AN ORDER AMENDING ADMINISTRATIVE ORDER NO. 004-23, RE: CONSTITUTING THE
257 HUMAN RESOURCE MERIT PROMOTION AND SELECTION BOARD (HRMPSB) FOR THE
258 LEGISLATIVE DEPARTMENT OF THE CITY GOVERNMENT OF CAGAYAN DE ORO, PURSUANT TO
259 CSC MEMORANDUM CIRCULAR NO.14, SERIES OF 2018"

260 Moved by Councilor Suzette G. Magtajas-Daba, duly seconded by Councilor Jose Pepe S.
261 Abbu, Jr. and Kenneth John D. Sacala, UNANIMOUSLY APPROVED.

262 **MOTION NO. 27877-2024**

263 MOTION TO APPROVE ON SECOND READING **RESOLUTION NO. 15065-2024**

264 Moved by Councilor Edgar S. Cabanlas, severally seconded by the members present,
265 UNANIMOUSLY CARRIED.

266 **RESOLUTION NO. 15066-2024**

267 RESOLUTION COMMENDING SGT. STAN MYER CORTEZ BORROMELO, PAFR, FOR HIS
268 COURAGEOUS ACTION AS THE FIRST RESPONDER IN THE VEHICULAR ACCIDENT INVOLVING A
269 STUDENT WHO SUFFERED AN ARM INJURY ON SEPTEMBER 28, 2024

270 Proponent: Councilor Malvern A. Esparcia

271 Moved by Councilor Malvern A. Esparcia, severally seconded by the members present,
272 UNANIMOUSLY APPROVED; *with Councilor Malvern A. Esparcia as Proponent.*

273 **MOTION NO. 27878-2024**

274 MOTION TO APPROVE ON SECOND READING **RESOLUTION NO. 15066-2024**

275 Moved by Councilor Edgar S. Cabanlas, severally seconded by the members present,
276 UNANIMOUSLY CARRIED.

277 **RESOLUTION NO. 15067-2024**

278 RESOLUTION EXPRESSING THE 20TH CITY COUNCIL'S DEEPEST SORROW FOR THE UNTIMELY
279 DEMISE OF MRS. CRISTITA SIO GOKING; AND CONVEYING MOST PROFOUND SYMPATHY AND
280 CONDOLENCES TO CITY COUNCILOR GEORGE S. GOKING AND THE BEREAVED FAMILY

281 Moved by Councilor Edgar S. Cabanlas, severally seconded by the members present,
282 UNANIMOUSLY APPROVED; *with all members present as Proponents.*

283 **MOTION NO. 27879-2024**

284 MOTION TO APPROVE ON SECOND READING **RESOLUTION NO. 15067-2024**

285 Moved by Councilor Edgar S. Cabanlas, severally seconded by the members present,
286 UNANIMOUSLY CARRIED.

287 **RESOLUTION NO. 15068-2024**

288 RESOLUTION CONDEMNING IN THE STRONGEST POSSIBLE TERMS AND AS INHUMAN AND
289 DASTARDLY ACT THE FATAL SHOOTING OF P/CAPT. ABDULHACAR B. ARMAMA, PRECINCT
290 COMMANDER OF POLICE STATION 2, COCPO, LAST OCTOBER 5, 2024; AND URGING THE
291 CAGAYAN DE ORO CITY POLICE OFFICE AND ALL OTHER LAW ENFORCEMENT AGENCIES TO
292 EXHAUST ALL MEANS TO BRING TO THE BAR OF JUSTICE THE PERPETRATOR/S THEREOF

293 Moved by Councilor Edgar S. Cabanlas, severally seconded by the members present,
294 UNANIMOUSLY APPROVED; *with all members present as Proponents.*

295 **MOTION NO. 27880-2024**

296 MOTION TO APPROVE ON SECOND READING **RESOLUTION NO. 15068-2024**

297 Moved by Councilor Edgar S. Cabanlas, severally seconded by the members present,
298 UNANIMOUSLY CARRIED.

299 **RESOLUTION NO. 15069-2024**

300 RESOLUTION EXPRESSING THE 20TH CITY COUNCIL'S DEEPEST SORROW FOR THE TRAGIC
301 DEMISE OF P/CAPT. ABDULHACAR B. ARMAMA; AND CONVEYING MOST PROFOUND SYMPATHY
302 AND CONDOLENCES TO THE BEREAVED FAMILY

303 Moved by Councilor Edgar S. Cabanlas, severally seconded by the members present,
304 UNANIMOUSLY APPROVED; *with all members present as Proponents.*

305 **MOTION NO. 27881-2024**

306 MOTION TO APPROVE ON SECOND READING **RESOLUTION NO. 15069-2024**

307 Moved by Councilor Edgar S. Cabanlas, severally seconded by the members present,
308 UNANIMOUSLY CARRIED.

309 **MOTION NO. 27882-2024**

310 MOTION TO ADJOURN THE 98TH REGULAR SESSION OF THE 20TH CITY COUNCIL (*Sangguniang*
311 *Panlungsod*) OF CAGAYAN DE ORO

312 Moved by Councilor Edgar S. Cabanlas, severally seconded by the members present,
313 UNANIMOUSLY CARRIED.

314 The session adjourned at 4:12 PM, October 7, 2024.

I hereby certify to the correctness of the foregoing Minutes.

ARTURO S. DE SAN MIGUEL
CITY COUNCIL SECRETARY

Attested as correct:

JOCELYN B. RODRIGUEZ
CITY VICE MAYOR
PRESIDING OFFICER



cagayan
de oro
city of golden friendship



Republic of the Philippines
CITY OF CAGAYAN DE ORO
OFFICE OF THE CITY COUNCIL
www.cdeocitycouncil.com



ORDINANCE NO. 14921-2024

AN ORDINANCE APPROVING THE APPLICATION OF INDAHAG SQUARE GARDEN, REPRESENTED BY MR. VICTOR P. CABELTES, TO HOLD A 3-STAG DERBY ON OCTOBER 9, 2024 AT THE SAID COCKPIT, LOCATED IN SITIO LOMBOY, BARANGAY INDAHAG, THIS CITY

BE IT ORDAINED by the 20th City Council (*Sangguniang Panlungsod*) in session duly assembled that:

SECTION 1. The application of Indahag Square Garden, represented by Mr. Victor P. Cabeltes, to hold a 3-Stag Derby on October 9, 2024 at the said cockpit, located in Sitio Lomboy, Barangay Indahag, this City, is hereby approved; subject to the compliance of the pertinent regulations provided for under Chapter 171, as amended, of Ordinance No. 4373-94, otherwise known as the Codified Ordinance of Cagayan de Oro City.

SECTION 2. This Ordinance shall take effect upon its approval.

UNANIMOUSLY APPROVED.

<u>Present:</u>	<p>1st District: - Councilor Agapito Eriberto G. Suan - Councilor Roger G. Abaday - Councilor Imee Rose P. Moreno - Councilor Jay R. Pascual</p> <p>2nd District: - Councilor Maria Lourdes S. Gaane - Councilor Joyleen Mercedes L. Balaba - Councilor Edgar S. Cabanlas</p> <p>Ex-Officio: - Councilor Yan Lam S. Lim - Councilor Kenneth John D. Sacala</p>	<p>- Councilor Romeo V. Calizo - Councilor Jose Pepe S. Abbu, Jr. - Councilor Malvern A. Esparcia</p> <p>- Councilor Ian Mark Q. Nacaya - Councilor James K. Judith II - Councilor Suzette G. Magtajas-Daba - Councilor Datu Roberto P. Cabaring</p>
<u>Absent:</u>	<p>- Councilor George S. Goking (<i>Indisposed</i>) - Councilor Christian Rustico M. Achas</p>	<p>- Councilor Yevonna Yacine B. Emano</p>

ENACTED this 7th day of October 2024 in the City of Cagayan de Oro.

I hereby certify to the correctness of the foregoing Ordinance.

ARTURO S. DE SAN MIGUEL
CITY COUNCIL SECRETARY

Attested as duly enacted:

JOCELYN B. RODRIGUEZ
CITY VICE MAYOR
PRESIDING OFFICER

Approved:

ROLANDO A. UY
CITY MAYOR

Attested:

ATTY. ROY HILARIO P. RAAGAS
CITY ADMINISTRATOR



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BAGONG PILIPINAS

Republic of the Philippines
CITY OF CAGAYAN DE ORO
OFFICE OF THE CITY COUNCIL
www.cdeocitycouncil.com



ORDINANCE NO. 14922-2024

AN ORDINANCE AUTHORIZING THE HONORABLE CITY MAYOR ROLANDO A. UY, REPRESENTING THE CITY GOVERNMENT OF CAGAYAN DE ORO, TO ENTER INTO AND SIGN THE CONTRACT FOR LINE EXTENSION WITH THE CAGAYAN ELECTRIC POWER & LIGHT CO., INC. (CEPALCO), REPRESENTED BY ITS VICE PRESIDENT AND HEAD, CUSTOMER SERVICES DIVISION, ENGR. JOREY T. ALFARO, PME, COVERING THE ELECTRIFICATION OF THE BALUBAL SUBDIVISION RELOCATION PHASE 2 (CITY'S RELOCATION SITE), LOCATED IN BARANGAY BALUBAL, THIS CITY, UNDER THE TERMS AND CONDITIONS STIPULATED THEREIN

BE IT ORDAINED by the 20th City Council (*Sangguniang Panlungsod*) in session duly assembled that:

SECTION 1. The Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, is hereby authorized to enter into and sign the Contract for Line Extension with the **Cagayan Electric Power & Light Co., Inc.** (CEPALCO), represented by its Vice President and Head, Customer Services Division, Engr. Jorey T. Alfaro, PME, covering the electrification of the Balubal Subdivision Relocation Phase 2 (*City's Relocation Site*), located in Barangay Balubal, this City, under the terms and conditions stipulated therein.

SECTION 2. The aforesaid Contract for Line Extension consisting of five (5) pages on file with the Legislative Management Information System and Records Section of the Office of the City Secretary shall form part and parcel of this Ordinance.

SECTION 3. This Ordinance shall take effect upon its approval.

UNANIMOUSLY APPROVED.

<u>Present:</u>	1 st District:	- Councilor Agapito Eriberto G. Suan	- Councilor Romeo V. Calizo
		- Councilor Roger G. Abaday	- Councilor Jose Pepe S. Abbu, Jr.
		- Councilor Imee Rose P. Moreno	- Councilor Malvern A. Esparcia
		- Councilor Jay R. Pascual	
	2 nd District:	- Councilor Maria Lourdes S. Gaane	- Councilor Ian Mark O. Nacaya
		- Councilor Joyleen Mercedes L. Balaba	- Councilor James K. Judith II
		- Councilor Edgar S. Cabanlas	- Councilor Suzette G. Magtajas-Daba
	Ex-Officio:	- Councilor Yan Lam S. Lim	- Councilor Datu Roberto P. Cabaring
		- Councilor Kenneth John D. Sacala	
<u>Absent:</u>		- Councilor George S. Goking (<i>Indisposed</i>)	- Councilor Yevonna Yacine B. Emano
		- Councilor Christian Rustico M. Achas	

ENACTED this 7th day of October 2024 in the City of Cagayan de Oro.

I hereby certify to the correctness of the foregoing Ordinance.

ARTURO S. DE SAN MIGUEL
CITY COUNCIL SECRETARY

Attested as duly enacted:

JOCELYN B. RODRIGUEZ
CITY VICE MAYOR
PRESIDING OFFICER

Approved:

Attested:

ROLANDO A. UY
CITY MAYOR

ATTY. ROY HILARIO P. RAAGAS
CITY ADMINISTRATOR



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ORDINANCE NO. 14923-2024

AN ORDINANCE AUTHORIZING THE HONORABLE CITY MAYOR ROLANDO A. UY, REPRESENTING THE CITY GOVERNMENT OF CAGAYAN DE ORO, TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE 10 (DSWD FIELD OFFICE 10), REPRESENTED BY ITS REGIONAL DIRECTOR, RAMEL F. JAMEN, COVERING THE PARTNERSHIP OF THE PARTIES IN THE CONDUCT OF COMMUNITY-BASED LIVELIHOOD SKILLS TRAINING AT THE REGIONAL HAVEN FOR WOMEN AND HOME FOR GIRLS THROUGH THE COMMUNITY IMPROVEMENT DIVISION (CID), UNDER THE TERMS AND CONDITIONS STIPULATED THEREIN

BE IT ORDAINED by the 20th City Council (*Sangguniang Panlungsod*) in session duly assembled that:

SECTION 1. The Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, is hereby authorized to enter into and sign the Memorandum of Agreement (MOA) with the Department of Social Welfare and Development Field Office 10 (DSWD FIELD OFFICE 10), represented by its Regional Director, Ramel F. Jamen, covering the partnership of the parties in the conduct of Community-Based Livelihood Skills Training at the Regional Haven for Women and Home for Girls through the Community Improvement Division (CID), under the terms and conditions stipulated therein.

SECTION 2. The aforesaid MOA consisting of five (5) pages on file with the Legislative Management Information System and Records Section of the Office of the City Secretary shall form part and parcel of this Ordinance.

SECTION 3. This Ordinance shall take effect upon its approval.

UNANIMOUSLY APPROVED.

<u>Present:</u>	1 st District:	- Councilor Agapito Eriberto G. Suan	- Councilor Romeo V. Calizo
		- Councilor Roger G. Abaday	- Councilor Jose Pepe S. Abbu, Jr.
		- Councilor Imee Rose P. Moreno	- Councilor Malvern A. Esparcia
		- Councilor Jay R. Pascual	
	2 nd District:	- Councilor Maria Lourdes S. Gaane	- Councilor Ian Mark Q. Nacaya
		- Councilor Joyleen Mercedes L. Balaba	- Councilor James K. Judith II
		- Councilor Edgar S. Cabanlas	- Councilor Suzette G. Magtajas-Daba
	Ex-Officio:	- Councilor Yan Lam S. Lim	- Councilor Datu Roberto P. Cabaring
		- Councilor Kenneth John D. Sacala	
<u>Absent:</u>		- Councilor George S. Goking (<i>Indisposed</i>)	- Councilor Yevonna Yacine B. Emano
		- Councilor Christian Rustico M. Achas	

ENACTED this 7th day of October 2024 in the City of Cagayan de Oro.

I hereby certify to the correctness of the foregoing Ordinance.

ARTURO S. DE SAN MIGUEL
CITY COUNCIL SECRETARY

Attested as duly enacted:

JOCELYN B. RODRIGUEZ
CITY VICE MAYOR
PRESIDING OFFICER

Approved:

ROLANDO A. UY
CITY MAYOR

Attested:

ATTY. ROY HILARIO P. RAAGAS
CITY ADMINISTRATOR



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OFFICE OF THE CITY COUNCIL

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ORDINANCE NO. 14924-2024

AN ORDINANCE AUTHORIZING THE HONORABLE CITY MAYOR ROLANDO A. UY, REPRESENTING THE CITY GOVERNMENT OF CAGAYAN DE ORO, TO ENTER INTO AND SIGN THE DATA SHARING AGREEMENT WITH THE BUREAU OF LOCAL GOVERNMENT FINANCE (BLGF), BUREAU OF INTERNAL REVENUE (BIR), LAND REGISTRATION AUTHORITY (LRA), AND THE HEREIN PARTNER-LOCAL GOVERNMENT UNITS (REFERRED TO AS THE PROTOTYPE LGUS), COVERING THE COLLABORATION OF THE PARTIES IN THE IMPLEMENTATION OF THE LOCAL GOVERNANCE REFORM PROJECT (LRGRP), UNDER THE TERMS AND CONDITIONS STIPULATED THEREIN

BE IT ORDAINED by the 20th City Council (*Sangguniang Panlungsod*) in session duly assembled that:

SECTION 1. The Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, is hereby authorized to enter into and sign the Data Sharing Agreement with the Bureau of Local Government Finance (BLGF), *represented by its Executive Director, Consolacion Q. Agcaoili*; the Bureau of Internal Revenue (BIR), *represented by its Commissioner, Romeo D. Lumagui, Jr.*; the Land Registration Authority (LRA), *represented by its Administrator, Gerardo P. Sirios*, and the partner-local government units (*referred to as the PROTOTYPE LGUs*) as enumerated in the said MOA, covering the collaboration of the parties in the implementation of the Local Governance Reform Project (LRGRP), under the terms and conditions stipulated therein.

SECTION 2. The aforesaid Data Sharing Agreement consisting of eighteen (18) pages on file with the Legislative Management Information System and Records Section of the Office of the City Secretary shall form part and parcel of this Ordinance.

SECTION 3. This Ordinance shall take effect upon its approval.

UNANIMOUSLY APPROVED.

<u>Present:</u>	1 st District:	- Councilor Agapito Eriberto G. Suan	- Councilor Romeo V. Calizo
		- Councilor Roger G. Abaday	- Councilor Jose Pepe S. Abbu, Jr.
		- Councilor Imee Rose P. Moreno	- Councilor Malvern A. Esparcia
		- Councilor Jay R. Pascual	
	2 nd District:	- Councilor Maria Lourdes S. Gaane	- Councilor Ian Mark Q. Nacaya
		- Councilor Joyleen Mercedes L. Balaba	- Councilor James K. Judith II
		- Councilor Edgar S. Cabanlas	- Councilor Suzette G. Magtajas-Daba
	Ex-Officio:	- Councilor Yan Lam S. Lim	- Councilor Datu Roberto P. Cabaring
		- Councilor Kenneth John D. Sacala	
<u>Absent:</u>		- Councilor George S. Goking (<i>Indisposed</i>)	- Councilor Yevonna Yacine B. Emanó
		- Councilor Christian Rustico M. Achas	

ENACTED this 7th day of October 2024 in the City of Cagayan de Oro.

I hereby certify to the correctness of the foregoing Ordinance.

ARTURO S. DE SAN MIGUEL
CITY COUNCIL SECRETARY

Attested as duly enacted:

JOCELYN B. RODRIGUEZ
CITY VICE MAYOR
PRESIDING OFFICER

Approved:

ROLANDO A. UY
CITY MAYOR

Attested:

ATTY. ROY HILARIO P. RAAGAS
CITY ADMINISTRATOR



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OFFICE OF THE CITY COUNCIL
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ORDINANCE NO. 14925-2024

AN ORDINANCE AUTHORIZING THE HONORABLE CITY MAYOR ROLANDO A. UY, REPRESENTING THE CITY GOVERNMENT OF CAGAYAN DE ORO, TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) WITH THE SYCIP, GORRES VELAYO & CO. (SGV), REPRESENTED BY ITS CHAIRMAN AND COUNTRY MANAGING PARTNER, WILSON P. TAN, COVERING THE LATTER'S PROVISION OF SERVICES IN THE PRODUCTION, PUBLICATION AND LAUNCH OF "DOING BUSINESS IN CAGAYAN DE ORO" AT NO COST TO THE CITY GOVERNMENT, UNDER THE TERMS AND CONDITIONS STIPULATED THEREIN

BE IT ORDAINED by the 20th City Council (*Sangguniang Panlungsod*) in session duly assembled that:

SECTION 1. The Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, is hereby authorized to enter into and sign the Memorandum of Agreement (MOA) with the **Sycip, Gorres Velayo & Co. (SGV)**, *represented by its Chairman and Country Managing Partner, Wilson P. Tan*, covering the latter's provision of services in the production, publication and launch of "Doing Business in Cagayan de Oro" at no cost to the City Government, under the terms and conditions stipulated therein.

SECTION 2. The aforesaid MOA consisting of seven (7) pages on file with the Legislative Management Information System and Records Section of the Office of the City Secretary shall form part and parcel of this Ordinance.

SECTION 3. This Ordinance shall take effect upon its approval.

UNANIMOUSLY APPROVED.

<u>Present:</u>	1 st District:	- Councilor Agapito Eriberto G. Suan	- Councilor Romeo V. Calizo
		- Councilor Roger G. Abaday	- Councilor Jose Pepe S. Abbu, Jr.
		- Councilor Imee Rose P. Moreno	- Councilor Malvern A. Esparcia
		- Councilor Jay R. Pascual	
	2 nd District:	- Councilor Maria Lourdes S. Gaane	- Councilor Ian Mark O. Nacaya
		- Councilor Joyleen Mercedes L. Balaba	- Councilor James K. Judith II
		- Councilor Edgar S. Cabanlas	- Councilor Suzette G. Magtajas-Daba
	Ex-Officio:	- Councilor Yan Lam S. Lim	- Councilor Datu Roberto P. Cabaring
		- Councilor Kenneth John D. Sacala	
<u>Absent:</u>		- Councilor George S. Goking (<i>Indisposed</i>)	- Councilor Yevonna Yacine B. Emano
		- Councilor Christian Rustico M. Achas	

ENACTED this 7th day of October 2024 in the City of Cagayan de Oro.

I hereby certify to the correctness of the foregoing Ordinance.

ARTURO S. DE SAN MIGUEL
CITY COUNCIL SECRETARY

Attested as duly enacted:

JOCELYN B. RODRIGUEZ
CITY VICE MAYOR
PRESIDING OFFICER

Approved:

Attested:

ROLANDO A. UY
CITY MAYOR

ATTY. ROY HILARIO P. RAAGAS
CITY ADMINISTRATOR



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de Oro



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OFFICE OF THE CITY COUNCIL
www.cdeocitycouncil.com



Communication Number:

Date:

Receiver:

FROM: Committee on Committee on Barangay Affairs

SUBJECT: PROPOSED RESOLUTION RETURNING TO THE BARANGAY COUNCIL OF BARANGAY BALULANG, THIS CITY, ITS ORDINANCE NO. 2024-002 SERIES OF 2024, COVERING ITS SUPPLEMENTAL BUDGET NO. 1 FOR CY 2024 WITH AN ESTIMATED INCOME OF ₱3,784,029.85, WITH THE INFORMATION THAT SAID ORDINANCE IS OPERATIVE IN ITS ENTIRETY.

Respectfully referred to **COMMITTEE ON LAWS AND RULES** the herein communication for study, investigation, report and/or recommendation.

ARTURO S. DE SAN MIGUEL
City Council Secretary

COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: October 7, 2024

RECOMMENDING APPROVAL AND INCLUSION IN THE CALENDAR OF BUSINESS IN THE NEXT REGULAR SESSION

Respectfully submitted:

HON. EDGAR S. CABANLAS
CITY COUNCILOR
Chairperson

HON. ROMEO V. CALIZO
CITY COUNCILOR
Vice Chairperson

HON. GEORGE S. GOKING
CITY COUNCILOR
Member

HON. ROGER G. ABADAY
CITY COUNCILOR
Member

HON. JOYLEEN MERCEDES L. BALABA
CITY COUNCILOR
Member

EX-OFFICIO MEMBERS

HON. JOCELYN B. RODRIGUEZ
CITY VICE MAYOR
Presiding Officer

HON. EDGAR S. CABANLAS
CITY COUNCILOR
Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS
CITY COUNCILOR
Minority Floor Leader

DISSENTING



Communication Number: 2024-3014

Date: 10/08/2024

Receiver: gil

From: CBO/BRGY. BALULANG, CDO

Subject: ANNUAL BUDGET CY 2024 OF BARANGAY BALULANG, CAGAYAN DE ORO CITY, INVOLVING THE TOTAL APPROPRIATIONS OF P3,784,029.85 UNDER APPROPRIATION ORDINANCE NO. 2024-002, SERIES OF 2024.

Respectfully referred to COMMITTEE ON BARANGAY AFFAIRS the herein communication for study, investigation, report and/or recommendation.

ARTURO S. DE SAN MIGUEL
 City Council Secretary ✓

COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: _____

HON. YAN LAM S. LIM
 Chairperson

HON. KENNETH JOHN D. SACALA
 Vice Chairperson

HON. ROGER G. ABADAY
 Member

HON. MARIA LOURDES S. GAANE
 Member

HON. GEORGE S. GOKING
 Member

 Member

 Member

EX-OFFICIO MEMBERS

HON. EDGAR S. CABANLAS
 Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS
 Minority Floor Leader

HON. JOCELYN B. RODRIGUEZ
 City Vice Mayor

DISSENTING



**1st Endorsement
 October 08, 2024**

Respectfully forwarded to the Honorable Members of Sangguniang Panlungsod, this City, thru MR. ARTURO S. DE SAN MIGUEL, City Board Secretary, the herein copy of Supplemental Budget No. 1CY 2024 General Fund of Barangay Balulang, Cagayan de Oro City, involving the total appropriations of P 3,784,029.85 under Appropriation and Ordinance No. 2024-002 Series of 2024, which is favorably recommended for approval having been found to be in order, having substantially complied with the basic requirements pursuant to the relevant provisions of the Local Government Code (RA 7160), subject to the following conditions:

1. That the additional sources of funds were duly certified by the Office of the Accountant dated June 27, 2024
2. That in all cases, disbursements of appropriation covered in this Annual Budget shall be subject to availability of funds and to all accounting and auditing rules and regulations.

Compliance to all existing laws, administrative rules and regulations shall be the responsibility of the implementing barangay, subject to the posting requirement under Section 59 of RA 7160.

ROXANNE MAE A. RAVIDAS, CPA
 Acting City Budget Officer
 For the Local Finance Committee

NORMITA M. PENGSON
 (Assistant City Budget Officer)

OFFICE OF THE CITY BUDGET OFFICER
 RECEIVED: 10/8/2024 Time: 3:17 PM
 Comm. No. _____
 ACTION TAKEN
 Remarks: To Ord on Supp-
 Affairs
 City Council Secretary
 REMARKS



Ground Floor, Executive Building
 Capistrano-Gaerlan Street, City Hall



TECHNICAL REVIEW ANALYSIS SHEET
LGU: Barangay No. Balulang
 CY 2024 Supplemental Budget No. 1 General Fund

Approp. Items By Object of Expenditures	A m o u n t	City Budget Office Specific Findings	Remarks
1. Net available resources for Appropriation Less: Total Appropriations Unappropriated Balance	P 3,784,029.85 <u>3,784,029.85</u> P -	1. Complied	
2. Appropriations for Personal Services a. Total Annual Regular Income actually realized from local sources during the next preceding (CY 2022)	P 54,564.00 P 52,986,094.89	2. Complied	
b. 55% thereof (Legal limitation for PS)	16,781,792.50		
c. Amount appropriated for PS (11 Positions)	2,087,590.00		
d. Waived PS(Cash Gift/V&S Leave Benefit)	720,603.00		
h. Still Allowable or (Deficiency)	15,414,805.50		
3. Development Fund (Section 287 RA 7160)		3. Complied	
a. Amount of NTA	41,586,035.00		
b. 20% thereof	8,317,206.20		
c. Amount Appropriated	8,317,206.20		
4. Sangguniang Kabataan (SK) Fund (Sec. 329 LGC)		4. Complied	
a. Total Income (Gen. Fund)	49,157,861.00		
b. 10% thereof	4,915,786.00		
c. Amount Appropriated	4,915,786.00		
5. BDRRMF (Sec. 324 (d))		5. Complied	
a. Total est. revenue fr. regular sources	49,157,861.00		
b. 5% thereof	2,457,893.00		
c. Amount Appropriated	2,457,893.00		
6. Discretionary Fund (Sec. 325 (h))		6. Complied	
a. Total RPT of CY 2022	4,572,504.00		
b. 2% thereof	91,450.08		
c. Amount Appropriated	91,450.08		
7. GAD Program		7. Complied	
a. Total Appropriation			
b. 5% thereof			
c. Amount Appropriated			
8. Senior Citizen Program		8. Complied	
a. Must beb appropriated Substantial Amount			
b. 5% thereof			
c. Amount Appropriated			

TECHNICAL REVIEW ANALYSIS SHEET
 LGU: **Barangay No. Balulang**
 CY 2024 Supplemental Budget No. 1 General Fund

Approp. Items By Object of Expenditures	A m o u n t	City Budget Office Specific Findings	Remarks
9. Implementation of LCPC Program		9. Complied	
a. Must beb appropriated Substantial Amo	5,558,649.00		
b. 1% thereof	55,586.49		
c. Amount Appropriated	55,586.49		
10. Other Appropriations:		10. Complied	
Maint. & Other Oprtg. Expenditures	29,114,950.00		
Capital Outlay: Equipments	230000		
Infrastructure Projects			
Others			
		3,144,465.85	
		585,000.00	



OFFICE OF THE SANGGUNIANG BARANGAY

MINUTES OF THE SESSION OF BALULANG BARANGAY COUNCIL HELD AT BALULANG BARANGAY HALL, CAGAYAN DE ORO CITY ON JULY 17, 2024.

Present:

Barangay Chairman	EDWIN E. MICABANI
Barangay Kagawad	EDWIN S. DUTERTE
Barangay Kagawad	BOYBLO M. CARCUSA
Barangay Kagawad	REGINALD JAY G. ACAYLAR
Barangay Kagawad	ROCHELLE M. BATION
Barangay Kagawad	RONIL C. ACEBES
Barangay Kagawad	WILFREDO T. NG SR.
Barangay Kagawad	HERVIN KENT B. PACALDO
SK Chairman	CHARLES SLADE PIQUERO

RESOLUTION NO. 2024-013
 Series 2024

Presented for consideration is the Supplemental Budget No. 1 of the Barangay BALULANG for the period July 17 to December 31, 2024 in the sum THREE MILLION SEVEN HUNDRED EIGHTY FOUR THOUSAND TWENTY NINE PESOS & 85/100 ONLY (P 3,784,029.85)

NOW THEREFORE, on motion of Kagawad Wilfredo T. Ng Sr. duly seconded by Kagawad Reginald Jay G. Acaylar.

RESOLVED, as it is hereby resolved, to enact the following Appropriation Ordinance, to wit:

APPROPRIATION ORDINANCE NO. 2024-002
 Series of 2024

APPROPRIATING FUNDS FOR THE PERIOD FROM JULY 17 TO DECEMBER 31, 2024.

Be it enacted by the Sangguniang Barangay BALULANG that the Barangay Supplemental Budget covering the period from July 17 to December 31, 2024 with a total Budgetary Appropriation of THREE MILLION SEVEN HUNDRED EIGHTY FOUR THOUSAND TWENTY NINE PESOS & 85/100 ONLY (3,784,029.85) is hereby approved, summarized as follows:

Available Resources:

1. Funds Actually Available

Net Funds Free-2023	3,784,029.85

2. Total Budgetary Appropriations

P 3,784,029.85

CALENDAR YEAR 2024

Supplemental Budget No. One (1)

Barangay: BALULANG

City of Cagayan de Oro City

General Fund

PART 1- STATEMENT OF FUND		
PARTICULARS		AMOUNT
1. Funds Actually Available		
Net Funds Free-2023	P	3,784,029.85
Total	P	3,784,029.85
PART II-STATEMENT OF SUPPLEMENTAL APPROPRIATION		
1. OFFICE OF THE BARANGAY COUNCIL		
PERSONAL SERVICES		
PS-Honoraria		54,564.00
MAINTENANCE & OTHER OPERATING EXPENSES (MOOE):		
Travel Expenses		181,795.00
Training & Scholarship Expenses		193,723.85
Office Supplies Expenses		60,000.00
OMOE-Cultural & Athletic Expenses		400,000.00
Electricity Expenses		150,000.00
OMOE-Financial Assistance (Manggahan Fire Victims)		200,000.00
Fuel, Oil & Lubricants Expenses		800,000.00
OMOE-Barangay Day		103,020.00
OMOE-Lupon Tagapamayapa		250,000.00
OMOE-Health		202,306.00
OMOE-Women's Program		100,000.00
OMOE-PWD		78,000.00
OMOE-Day Care Services		107,980.00
OMOE-VAWC		20,000.00
OMOE-BCPC		13,641.00
OMOE-Medical Assistance		40,000.00
OMOE-Aid to Indigent		45,000.00
OMOE-Financial Assistance		50,000.00
OMOE-LGBTQIA+		45,000.00
Other Maintenance & Operating Expenses		54,000.00
Other supplies & Materials Expenses		50,000.00
Sub-Total	P	3,144,465.85
CAPITAL OUTLAY		
Purchase of Furniture, Fixtures & Equipment		90,000.00
Purchase of Communication Equipment		235,000.00
Purchase of 1 unit of Projector		100,000.00
Purchase of 2 units Laptop		100,000.00
Purchase of Sound System		60,000.00
Sub-Total		585,000.00
Total Budgetary Appropriations	P	3,784,029.85

Prepared By:

Mary Ann L. Lamocho
MARY ANN L. LAMOCHA
 Brgy. Treasurer

Approved By:

Edwin E. Micabani
EDWIN E. MICABANI
 Punong Barangay



cagayan
de oro



Communication Number:

Date:

Receiver:

FROM: Committee on Committee on Barangay Affairs

SUBJECT: PROPOSED RESOLUTION RETURNING TO THE BARANGAY COUNCIL OF BARANGAY NO. 20, THIS CITY, ITS ORDINANCE NO. 1-2024, SERIES OF 2024, COVERING ITS ANNUAL BUDGET FOR CY 2024 WITH AN ESTIMATED INCOME OF ₱3,154,393.00, WITH THE INFORMATION THAT SAID ORDINANCE IS OPERATIVE IN ITS ENTIRETY.

Respectfully referred to **COMMITTEE ON LAWS AND RULES** the herein communication for study, investigation, report and/or recommendation.


ARTURO S. DE SAN MIGUEL
City Council Secretary


COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: October 7, 2024

RECOMMENDING APPROVAL AND INCLUSION IN THE CALENDAR OF BUSINESS IN THE NEXT REGULAR SESSION

Respectfully submitted:


HON. EDGAR S. CABANLAS
CITY COUNCILOR
Chairperson


HON. ROMEO V. CALIZO
CITY COUNCILOR
Vice Chairperson

HON. GEORGE S. GOKING
CITY COUNCILOR
Member


HON. ROGER C. ABADAY
CITY COUNCILOR
Member


HON. JOYLEEN MERCEDES L. BALABA
CITY COUNCILOR
Member

EX-OFFICIO MEMBERS


HON. JOCELYN M. RODRIGUEZ
CITY VICE MAYOR
Presiding Officer

HON. EDGAR S. CABANLAS
CITY COUNCILOR
Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS
CITY COUNCILOR
Minority Floor Leader

DISSENTING



Communication Number: 2024-2993

Date: 10/03/2024

Receiver: EILEEN

From: CBO/ BRGY.NO.20

Subject: ANNUAL BUDGET 2024 OF BARANGAY NO.20 WITH A TOTAL ESTIMATED INCOME OF P3,154,393.00.

Respectfully referred to COMMITTEE ON BARANGAY AFFAIRS the herein communication for study, investigation, report and/or recommendation.

ARTURO S. DE SAN MIGUEL
 City Council Secretary

COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: October 31, 2024

UR

HON. YAN LAMS-LIM
 Chairperson

HON. KENNETH JOHN D. SACALA
 Vice Chairperson

HON. ROGER G. ABADAY
 Member

HON. MARIA LOURDES S. GAANE
 Member

HON. GEORGE S. GOKING
 Member

Member

Member

EX-OFFICIO MEMBERS

HON. EDGAR S. CABANLAS
 Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS
 Minority Floor Leader

HON. JOCELYN S. RODRIGUEZ
 City Vice Mayor

DISSENTING



1st Endorsement
October 2, 2024

Respectfully forwarded to the Honorable Members of Sangguniang Panlungsod, this City, thru MR. ARTURO S. DE SAN MIGUEL, City Secretary, the herein copy of Annual Budget CY 2024 General Fund of Barangay 20, Cagayan de Oro City, involving the total appropriations of P 3,154,393.00 under Appropriation Ordinance No. 1 - 2024 Series of 2024, which is favorably recommended for approval having been found to be in order, having substantially complied with the basic requirements pursuant to the relevant provisions of the Local Government Code (RA 7160), subject to the following conditions:

1. That the utilization of the corresponding mandatory obligations/automatic appropriations shall be made in accordance with the pertinent provisions under RA 7160, and its implementing rules/regulations, viz:
 - 1.1. 5% Calamity Fund –Per Section 234 (d) of (RA 7160) and NDRRMC/DBM/DILG Joint Memorandum Circular No. 2013-1 dated March 25, 2013.
 - 1.2. 10% SK Fund- PerSection 239 of RA 7160 and RA 10742 Series of 2015 (SK Reform Act)and DBM/DILG/NYC Joint Memorandum Circular No. 1 dated January 23, 2019.
 - 1.3. 20% Development Fund –Per Section 287of RA 7160 and DBM/DOF/ DILG Joint Memorandum Circular No. 1 dated November 4, 2020.

2. That in all cases, disbursements on items of appropriation covered in this Annual Budget shall be subject to availability of funds and to all accounting and auditing rules and regulations.

Compliance to all existing laws, administrative rules and regulations shall be the responsibility of the implementing barangay, subject to the posting requirement under Section 59 of RA 7160.

OFFICE OF THE CITY SECRETARY
 ACTION TAKEN
 Date RECEIVED: 10-3-24
 By: *[Signature]*
 Date: *[Signature]*
 City Council Secretary
 CdeO
 RIS

ROXANNE MAE A. RAVIDAS, CPA
 Acting City Budget Officer
 For the Local Finance Committee

Republic of the Philippines
City of Cagayan de Oro
BARANGAY 20
OFFICE OF THE PUNONG BARANGAY

BUDGET MESSAGE

THE HONORABLE MEMBERS
SANGGUNIANG BARANGAY
BARANGAY 20, CAGAYAN DE ORO CITY

SIR/MADAM:

It is my honor and privilege to submit to you our Annual Budget for the Year 2024 amounting to **2,813,320.00**. For the Calendar Year 2024 Budgetary Annual Budget, it will not be the same to our 2023 Annual Budget.

Our policy thrust for CY 2024 is to raise the revenue in order to have ready funds to finance necessary expenditures to meet the much needed services and can provide development projects. The policy measures to achieve an increase of revenue are the following;

1. Formulate strategy to increase fees in accordance with the City Ordinance.
2. Intensify collection on realty tax in the area of responsibilities.
3. Create policy to safeguard the assets of barangay in its internal control.
4. Strictly collect fees with the corresponding issuance of Official Receipts.

Our estimated and realistic income for CY 2024 is higher compared to last year. Our desire is to make the barangay free from IRA dependence.


The expected results or major final output on goods and services of our barangay as laid out in our Annual Investment Program are as follows:

MAJOR FINAL OUTPUT	PERFORMANCE INDICATOR	TARGET
Health & Nutrition Services	Provide Children Nutrition	85 Children
Peace & Order Services	Conflicts Decided	5 Conflicts
	Persons Apprehended	2 Persons
Infrastructure Services	Drainage Maintained	500 meters
Administrative & Legislative Services	Brgy. Official Trained	11 Officials
	Resolution passed	25 resolution
	Ordinance passed	2 ordinance

We hope therefore, that this Annual Budget will guide in disbursing our Barangay Funds legally and effectively.

Thank you.

Very truly yours,


SEGUNDO A. PABELIC
Punong Barangay



REVIEWED

SECRETARY OF THE PUNONG BARANGAY

Republic of the Philippines
City of Cagayan de Oro
Barangay 20

OFFICE OF THE SANGGUNIANG BARANGAY

MINUTES OF THE SESSION OF BARANGAY 20 COUNCIL HELD AT BARANGAY HALL ON
AUGUST 23, 2024. .

Present:

SEGUNDO A. PABELIC	Punong Barangay
CARMELA S. PABELIC	Barangay Kagawad
ANTHONY EDMOND F. DEL ROSARIO	Barangay Kagawad
JAYSON B SOBIONO	Barangay Kagawad
FE T. SORIANO	Barangay Kagawad
EMELDA L. TACHADO	Barangay Kagawad
NELIDA G. NERI	Barangay Kagawad
MINERVA MINDA LOMONGO	Barangay Kagawad
FRANCESKA CHISHEL T. LAO	sk Chairwoman

Resolution No. 1-2024
Series of 2023

Presented for consideration is the Annual Budget of the Barangay 20 for the period January 1, 2024 to December 31, 2024 in the sum of P 3,154,393.00.

NOW THEREFORE, on motion of kagawad Lamberta T. Soriano duly seconded by Kagawad Nelida G. Lao,

RESOLVED, as it is hereby resolved, to enact the following Appropriation Ordinance, to wit:

APPROPRIATION ORDINANCE NO. 1-2024
Series of 2024

APPROPRIATION FUNDS FOR THE PERIOD FROM JANUARY 1, 2024 TO DECEMBER 31, 2024.

Be it enacted by the Sangguniang Barangay of Barangay 20 that the Barangay Annual Budget covering the period from January 1, 2024 to December 31, 2024 with a total estimated income of P 3,154,393.00 as against total appropriation in the amount of P 3,154,393.00 is hereby approved, summarized as follows:

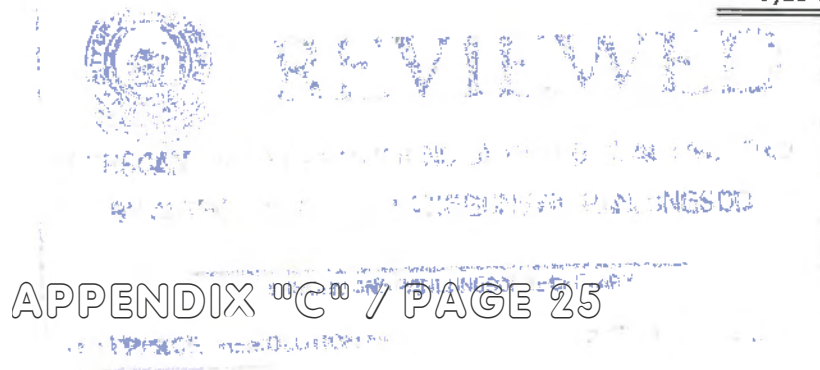
Available Resources

1. Income

Real Property Tax - Due Component	P	580,000.00
Real Property Tax - Equal Sharing		750,000.00
National Tax Allotment		1,707,193.00
Certification and Clearances Fees		97,200.00
Community Tax		20,000.00

2. Total Income

P 3,154,393.00



A. Current Operating Expenditures

1 Personal Services

Honoraria	1,121,168.00
Cash Gift	55,000.00
Mid - Year Bonus	93,430.00
Vacation & Sick Leave Benefits	135,081.00
Productivity Enhancement Incentive	55,000.00
Year End Bonus	93,430.00
Sub - Total	<u>1,553,109.00</u>

2 Maintenance & Other Operating Expenses

Training Expenses	38,266.00
Office Supplies Expenses	49,500.00
Other Supplies Expenses - Brgy. Police	10,000.00
Membership Dues & Contributions to Organizations	21,000.00
Auditing Services	8,536.00
Other Maintenance & Operating Expenses-Cultural & Athletic	5,887.00
Extraordinary Expenses	27,270.00
Electricity Expenses	108,000.00
Water Expenses	7,500.00
Fuel, Oil & Lubricants Expenses	25,554.00
Insurance/ Re-insurance - Fidelity Bond, Premiums	4,000.00
Other Maintenance and Operating Expenses-LCPC	12,000.00
Other Maint. & Oper. Exp.-Aid to Senior Citizen & Dis-abled Person	30,000.00
Other Maintenance and Operating Expenses-GAD Program	20,000.00
Other Maintenance and Operating Expenses-Nutrition Program	12,000.00
Other Maintenance and Operating Expenses-Health Program	12,000.00
Other Maintenance and Operating Expenses-Barangay Assembly	20,000.00
Other Maintenance and Operating Expenses-Women Month	20,000.00
Other Maintenance and Operating Expenses-BADAC	5,973.00
Other Maintenance and Operating Expenses	20,000.00
General Services - Job-Order	307,200.00
Telephone Expenses	22,000.00
Sub - Total	<u>786,686.00</u>

3 SPECIAL PURPOSE APPROPRIATION

5 % Calamity Fund	157,720.00
10 % SK Fund - Youth Development Program	315,439.00
20 % Development Fund	341,439.00
Sub - Total	<u>814,598.00</u>

Breakdown of 20% DF

Rehabilitation of Drainage System	170,664.00
Declogging of Canals	170,775.00
	<u>341,439.00</u>

Breakdown of 5% Calamity Fund

Quick Response Fund	47,316.00
Strengthening Building Codes and Zoning	10,000.00
Purchase of Calamity Related Supplies & Equipments	100,404.00
	<u>157,720.00</u>

Total Budgetary Appropriations


3,154,393.00

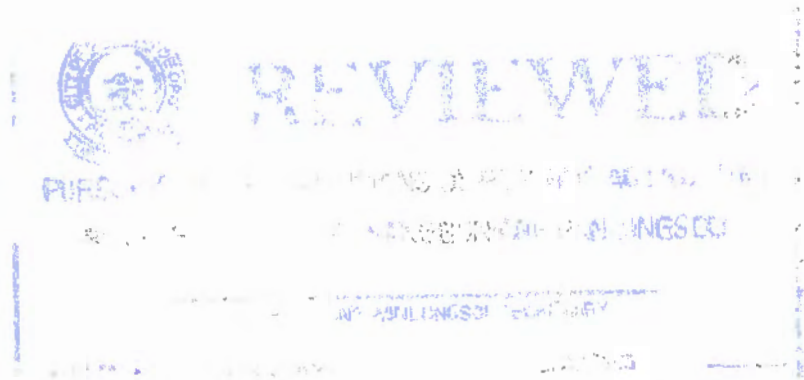
APPROVED AUGUST 23, 2024.

I hereby certify that the foregoing Resolution No. 1- 2024 , which approved the Barangay Annual Budget for the period January 1, 2024 to December 31, 2024 of Barangay 20, City of Cagayan de Oro, was duly enacted by the Sangguniang Barangay in its regular session held at Barangay Hall, Barangay 20 on March 10, 2023.

Attested:


CHARLES MITCHELL U. ILLANA
Barangay Secretary


SEGUNDO A. PABELIC
Punong Barangay





cagayan
de oro



Republic of the Philippines
CITY OF CAGAYAN DE ORO
OFFICE OF THE CITY COUNCIL
www.cdeocitycouncil.com



Communication Number:

Date:

Receiver:

FROM: Committee on Committee on Barangay Affairs

SUBJECT: PROPOSED RESOLUTION RETURNING TO THE BARANGAY COUNCIL OF BARANGAY NO. 30, THIS CITY, ITS ORDINANCE NO. 2024-001 SERIES OF 2024, COVERING ITS ANNUAL BUDGET FOR CY 2024 WITH AN ESTIMATED INCOME OF ₱3,840,209.00, WITH THE INFORMATION THAT SAID ORDINANCE IS OPERATIVE IN ITS ENTIRETY.

Respectfully referred to **COMMITTEE ON LAWS AND RULES** the herein communication for study, investigation, report and/or recommendation.

ARTURO S. DE SAN MIGUEL
City Council Secretary

COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: October 7, 2024

RECOMMENDING APPROVAL AND INCLUSION IN THE CALENDAR OF BUSINESS IN THE NEXT REGULAR SESSION

Respectfully submitted:


HON. EDGAR S. CABANLAS
CITY COUNCILOR
Chairperson


HON. ROMEO V. CALIZO
CITY COUNCILOR
Vice Chairperson

HON. GEORGE S. GOKING
CITY COUNCILOR
Member

HON. ROGER G. ABADAY
CITY COUNCILOR
Member

HON. JOYLEEN MERCEDES L. BALABA
CITY COUNCILOR
Member

EX-OFFICIO MEMBERS


HON. JOCELYN R. RODRIGUEZ
CITY VICE MAYOR
Presiding Officer

HON. EDGAR S. CABANLAS
CITY COUNCILOR
Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS
CITY COUNCILOR
Minority Floor Leader

DISSENTING



Communication Number: 2024-3010

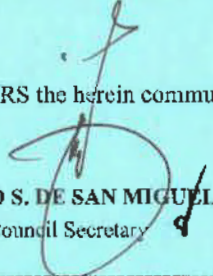
Date: 10/08/2024

Receiver: gil

From: CBO/BRGY. 30, CDO

Subject: ANNUAL BUDGET CY 2024 OF BARANGAY 30, CAGAYAN DE ORO CITY, INVOLVING THE TOTAL APPROPRIATIONS OF P3,840,209.00 UNDER APPROPRIATION ORDINANCE NO. 2024-001, SERIES OF 2024.

Respectfully referred to COMMITTEE ON BARANGAY AFFAIRS the herein communication for study, investigation, report and/or recommendation.


ARTURO S. DE SAN MIGUEL
 City Council Secretary

COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: _____

HON. YAN LAM S. LIM
 Chairperson

HON. KENNETH JOHN D. SACALA
 Vice Chairperson

HON. ROGER G. ABADAY
 Member

HON. MARIA LOURDES S. GAANE
 Member

HON. GEORGE S. GOKING
 Member

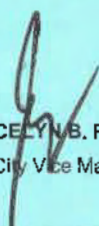
 Member

 Member

EX-OFFICIO MEMBERS

HON. EDGAR S. CABANLAS
 Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS
 Minority Floor Leader


HON. JOCELY B. RODRIGUEZ
 City Vice Mayor

DISSENTING



1st Endorsement
October 4, 2024

Respectfully forwarded to the Honorable Members of Sangguniang Panlungsod, this City, thru MR. ARTURO S. DE SAN MIGUEL, City Secretary, the herein copy of Annual Budget CY 2024 General Fund of Barangay 30, Cagayan de Oro City, involving the total appropriations of P 3,840,209.00 under Appropriation Ordinance No. 2024-001 Series of 2024, which is favorably recommended for approval having been found to be in order, having substantially complied with the basic requirements pursuant to the relevant provisions of the Local Government Code (RA 7160), subject to the following conditions:

1. That the utilization of the corresponding mandatory obligations/automatic appropriations shall be made in accordance with the pertinent provisions under RA 7160, and its implementing rules/regulations, viz:
 - 1.1. 5% Calamity Fund –Per Section 234 (d) of (RA 7160) and NDRRMC/DBM/DILG Joint Memorandum Circular No. 2013-1 dated March 25, 2013.
 - 1.2. 10% SK Fund- PerSection 239 of RA 7160 and RA 10742 Series of 2015 (SK Reform Act)and DBM/DILG/NYC Joint Memorandum Circular No. 1 dated January 23, 2019.
 - 1.3. 20% Development Fund –Per Section 287of RA 7160 and DBM/DOF/ DILG Joint Memorandum Circular No. 1 dated November 4, 2020.
2. That in all cases, disbursements on items of appropriation covered in this Annual Budget shall be subject to availability of funds and to all accounting and auditing rules and regulations.

Compliance to all existing laws, administrative rules and regulations shall be the responsibility of the implementing barangay, subject to the posting requirement under Section 59 of RA 7160.



Ground Floor, Executive Building
Capistrano-Gaerlan Street, City Hall

ROXANNE MARA A. RAVIDAS, CPA
Acting City Budget Officer
For the Local Finance Committee



Republic of the Philippines
City of Cagayan de Oro
BARANGAY 30
OFFICE OF THE PUNONG BARANGAY

BUDGET MESSAGE

THE HONORABLE MEMBERS
SANGGUNINAG BARANGAY
BARANGAY 30, CAGAYAN DE ORO CITY

SIR/MADAM:

It is my honor and privilege to submit to you our Annual Budget for the Year 2024 amounting to **3,840,209.00**. For the Calendar Year 2024 Budgetary Annual Budget, so it will not be the same to our 2023 Annual Budget.

Our policy thrust for CY 2024 is to raise the revenue in order to have ready funds to finance necessary expenditures to meet the much needed services and can provide development projects. The policy measures to achieve an increase of revenue are the following;

1. Formulate strategy to increase fees in accordance with the City Ordinance.
2. Intensify collection on realty tax in the area of responsibilities.
3. Create policy to safeguard the assets of barangay in its internal control.
4. Strictly collect fees with the corresponding issuance of Official Receipts.

Our estimated and realistic income for CY 2024 is higher compared to last year. Our desire is to make the barangay free from IRA dependence.

The expected results or major final output on goods and services of our barangay as laid out in or Annual Investment Program are as follows:

MAJOR FINAL OUTPUT	PERFORMANCE INDICATOR	TARGET
Health & Nutrition Services	Provide Children Nutrition	100 Children
Peace & Order Services	Conflicts Decided	15 Conflicts
	Persons Apprehended	5 Persons
Infrastructure Services	Drainage Maintained	200 meters
Administrative & Legislative Services	Brgy. Official Trained	11 Officials
	Resolution passed	20 resolution
	Ordinance passed	2 ordinance

We hope therefore, that this Annual Budget will guide in disbursing our Barangay Funds legally and effectively.

Thank you.

Very truly yours,


CECILLE Z. DAP-OG
Punong Barangay



REVIEW WELL

Republic of the Philippines
City of Cagayan de Oro
BARANGAY 30

OFFICE OF THE SANGGUNIANG BARANGAY

MINUTES OF THE SESSION OF BARANGAY 30 COUNCIL HELD AT BARANGAY HALL,
ON SEPTEMBER 2, 2024.

Present:

CECILLE Z. DAP-OG	Punong Barangay
FABITO S. ABROGAR III	Barangay Kagawad
MYRNA L. TANCIO	Barangay Kagawad
ARISTOTLE MAXILUM	Barangay Kagawad
RAFAEL BULLECER	Barangay Kagawad
MARILYN MARIANO	Barangay Kagawad
GEMMA L. SEDAYON	Barangay Kagawad
NESEL ROMULO	Barangay Kagawad
VAN DAVE LACAR	SK Chairman

Resolution No. 2024 – 017
Series of 2024

Presented for consideration is the Annual Budget of the Barangay 30 for the period January 1, 2024 to December 31, 2024, in the sum of P 3,840,209.00.

NOW THEREFORE, on motion of Kagawad Fabito Abrogar III duly seconded by the members present;

RESOLVED, as it is hereby resolved, to enact the following Appropriation Ordinance, to wit:

APPROPRIATION ORDINANCE NO. 2024-001
SERIES OF 2024

APPROPRIATING FUNDS FOR THE PERIOD FROM JANUARY 1, 2024 TO DECEMBER 31, 2024.

Be it enacted by the Sangguniang Barangay of Barangay 30 that the Barangay Annual Budget covering the period from January 1, 2024 to December 31, 2024 with the total estimated income of P 3,840,209.00 as against total appropriation in the amount of P 3,840,209.00 is hereby approved. Summarized as follows:

Available Resources

1. INCOME

Real Property Tax-Due Component	P	600,000.00
Real Property Tax-Equal Sharing		750,000.00
Business Taxes & Licenses		138,000.00
Other Taxes - Community Tax Sand and Gravel		
Miscellaneous – Internal Revenue Allotment (IRA)		2,352,209.00

2. TOTAL INCOME P 3,840,209.00

APPROPRIATIONS:

A. Current Operating Expenditure

1 Personal Services		
Honoraria	P	1,624,100.00
Cash Gift		60,000.00
Mid-Year Bonus		145,342.00
Honoraria-Support Staff		120,000.00

Sub-total 1,949,442.00

2 Maintenance & Other Operating Expenses

Training and Scholarship Expenses	15,000.00
Office Supplies Expenses	40,000.00
Other Supplies Expenses - Brgy. Police	15,000.00
Other Supplies Expenses- Office Uniform	30,000.00
Water Expenses	5,000.00
Electricity Expenses	60,000.00
Membership Dues & Contributions to Organization-Liga ng mga Barangay	22,000.00
Auditing Services	11,761.00
Travelling Expenses	62,406.00
Extraordinary and Miscellaneous Expenses	20,000.00
Insurance / Reinsurance Premiums	2,127.00
Representation Expenses	50,000.00
Fuel, Oil & Lubricants Expenses	20,000.00
Repair & Maintenance-Office Bldg.	30,000.00
Other Maintenance & Operating Expenses - Cultural	10,000.00
Other Maintenance & Operating Expenses - Implementation of LCPC	5,000.00
Other Maintenance & Operating Exp. - Aid to Senior Citizen/Disabled Program	5,000.00
Other Maintenance & Operating Expenses - GAD Program	10,000.00
Other Maintenance & Operating Expenses - Medical Assistance	5,000.00
Other Maintenance & Operating Exp. - BADAC	10,000.00
Other Maintenance & Operating Expenses - Health Program	5,000.00
Other Maintenance & Operating Expenses - Nutrition Program	10,000.00
Other Maintenance & Operating Exp. - CBRP	5,000.00
General Services - Job Order	396,000.00

TOTAL MAINTENANCE & OTHER OPERATING EXPENSES 844,294.00

3 SPECIAL PURPOSE APPROPRIATION

5% Local Disaster Risk Reduction Management Fund (Calamity Fund)	192,010.00
10% SK Fund - Youth Development Programs	384,021.00
20% Development Fund	470,442.00

Sub-total 1,046,473.00

Breakdown OF 5% Calamity Fund

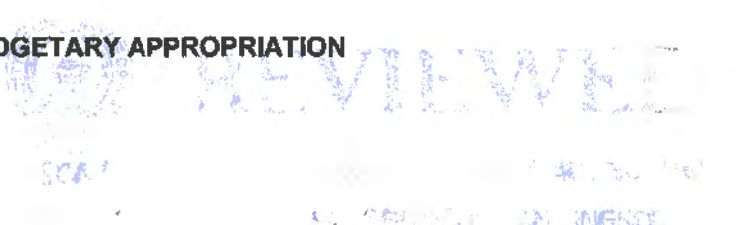
30% - Quick Response Fund	57,603.00
70% - Purchase Calamity Related Supplies & Equipment	134,407.00
P	<u>192,010.00</u>

Breakdown 20% Development Fund

Declogging/de-selting of Drainage/Canal	430,442.00
Rehabilitation Material Recovery Facilities	40,000.00
	<u>470,442.00</u>

4 CAPITAL OUTLAY

TOTAL BUDGETARY APPROPRIATION 3,840,209.00



This Appropriation Ordinance shall take effect on September 8, 2024.

RESOLVED FURTHER, to submit copies of this resolution with the approved budget as embodied in the Appropriation Ordinance to the Sangguniang Panlungsod for review.

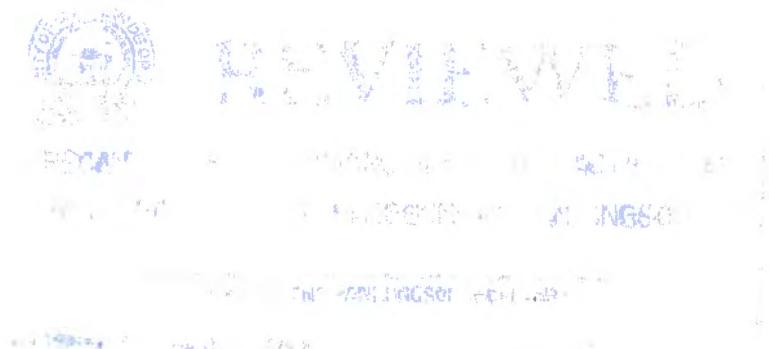
APPROVED September 2, 2024

I hereby certify that the foregoing Resolution No. 2024-017 embodying Appropriation Ordinance No. 2024-001 both series of 2024, which approved the Barangay Annual Budget for the period January 1, 2024 to December 31, 2024 of Barangay 30, City of Cagayan de Oro, was duly enacted by the sangguniang Barangay in its regular session held at Barangay Hall on January 2, 2024.

ATTESTED:


APRIL E. PADUA
Barangay Secretary


CECILLE Z. DAP-OG
Barangay Chairman





cagayan
de Oro



Republic of the Philippines
CITY OF CAGAYAN DE ORO
OFFICE OF THE CITY COUNCIL
www.cdeocitycouncil.com



Communication Number:

Date:

FROM: Committee on Committee on Barangay Affairs

Receiver:

SUBJECT: PROPOSED RESOLUTION RETURNING TO THE BARANGAY COUNCIL OF BARANGAY TUMPAGON, THIS CITY, ITS ORDINANCE NO. 01, SERIES OF 2024, COVERING ITS ANNUAL BUDGET FOR CY 2024 WITH AN ESTIMATED INCOME OF ₱5,071,549.00, WITH THE INFORMATION THAT SAID ORDINANCE IS OPERATIVE IN ITS ENTIRETY.

Respectfully referred to **COMMITTEE ON LAWS AND RULES** the herein communication for study, investigation, report and/or recommendation.

ARTURO S. DE SAN MIGUEL
City Council Secretary


COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: October 7, 2024

RECOMMENDING APPROVAL AND INCLUSION IN THE CALENDAR OF BUSINESS IN THE NEXT REGULAR SESSION

Respectfully submitted:


HON. EDGAR S. CABANLAS
CITY COUNCILOR
Chairperson


HON. ROMEO V. CALIZO
CITY COUNCILOR
Vice Chairperson

HON. GEORGE S. GOKING
CITY COUNCILOR
Member


HON. ROGER G. ABADAY
CITY COUNCILOR
Member


HON. JOYLEEN MERCEDES L. BALABA
CITY COUNCILOR
Member

EX-OFFICIO MEMBERS


HON. JOCELYN B. RODRIGUEZ
CITY VICE MAYOR
Presiding Officer

HON. EDGAR S. CABANLAS
CITY COUNCILOR
Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS
CITY COUNCILOR
Minority Floor Leader

DISSENTING



Communication Number: 2024-2997


Date: 10/04/2024

Receiver: EILEEN

From: CBO/TUMPAGON

Subject: ANNUAL BUDGET CY 2024 OF BARANGAY TUMPAGON WITH AN ESTIMATED INCOME OF P 5,701,549.00.

Respectfully referred to COMMITTEE ON BARANGAY AFFAIRS the herein communication for study, investigation, report and/or recommendation.


ARTURO S. DE SAN MIGUEL
 City Council Secretary

COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: 10-07-2024

L.R.


HON. YAN LAM S. LIM

Chairperson


HON. ROGER G. ABADAY

Member

HON. GEORGE S. GOKING

Member


HON. KENNETH JOHN D. SACALA

Vice Chairperson


HON. MARIA LOURDES S. GAANE

Member

Member

Member

EX-OFFICIO MEMBERS


HON. EDGAR S. CABANLAS

Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS

Minority Floor Leader


HON. JOCELYN B. RODRIGUEZ

City Vice Mayor

DISSENTING



Republic of the Philippines
 City of Cagayan de Oro
CITY BUDGET OFFICE

OFFICE RECEIVED
 10/03/24
 STELLA
 31,754.00
Cagayan de Oro
 City of Golden Friendship
 Refer to Common on Bgy affairs
 ARTURO S. DE SAN MIGUEL
 City Council Secretary

1st Endorsement
October 3, 2024

Respectfully forwarded to the Honorable Members of Sangguniang Panlungsod, this City, thru MR. ARTURO S. DE SAN MIGUEL, City Secretary, the herein copy of Annual Budget CY 2024 of Barangay Tumpagon, Cagayan de Oro City, involving the total appropriations of P 5,071,549.00 under Appropriation Ordinance No. 01, Series of 2024 which is favorably recommended for approval having been found to have met substantial compliance with the basic requirements pursuant to the relevant provisions of the Local Government Code (RA 7160), subject to the following conditions:

1. That the utilization of the corresponding mandatory obligations /automatic appropriations shall be made in accordance with the pertinent provisions under RA 7160, and its implementing rules/regulations, viz:
 - 1.1 5% Calamity Fund - Section 234 (d) of (RA 7160) and NDRRMC/DBM/DILG Joint Memorandum Circular No. 2013-1 dated March 25, 2013.
 - 1.2 10% SK Fund- Section 239 of (RA 7160) and RA 10742 Series of 2015 (SK Reform Act) as defined in the DBM/DILG/NYC Joint Memorandum Circular No. 1 series of 2019.
 - 1.3 20% Development Fund -Section 287of (RA 7160) and DBM/DOF/ DILG Joint Memorandum Circular No. 1 dated November 4, 2020.
2. That in all cases, disbursements on items of appropriation covered in this Annual Budget shall be subject to availability of funds and to all accounting and auditing rules and regulations.

Compliance to all existing laws, administrative rules and regulations shall be the responsibility of the implementing barangay, subject to the posting requirement under Section 59 of RA 7160.

ROXANNE MAE A. RAVIDAS, CPA
 Acting City Budget Officer
 For the Local Finance Committee

Republic of the Philippines
CITY OF CAGAYAN DE ORO
Barangay of the Punong Barangay
Tumpago862@gmail.com

July 01, 2024

THE HONORABLE MEMBERS
 Barangay Council
 Barangay Tumpagon
 Cagayan de Oro City

Ladies and Gentlemen:

The CY 2024 Annual Budget in the amount of P 5,701,549.10 is sufficient in attaining our goal to favorably serve the constituents the needed social and economic assistance, hence respectfully requesting the members of the Barangay Council to cheerfully approve the Proposed CY 2024 Annual Budget without delay.

Our policy thrust for CY 2024 is to raise the revenue in order to have ready funds to finance necessary expenditures to meet the much needed services and can provide development projects. The policy measures to achieve an increase of revenue are the following:

1. Formulate strategy to increase fees in accordance with the City Ordinance.
2. Intensify collection on realty tax in the area of responsibility to swiftly realize the 30% share.
3. Create policy to safeguard the assets of the barangay in its internal control.
4. Strictly collect fees with the corresponding issuance of Official Receipt & Community Tax;

Final Output on goods and services of our barangay as shown in our Annual Investment Program, to wit:

MAJOR FINAL OUTPUT	PERFORMANCE INDICATOR	TARGET
Health and Beautification Services	Children provide with nutrition care	200 children
	Patients provide with primary care	3,000 patients
Peace & Order Services	Conflict resolved (Counseling)	50 cases
Infrastructure	Acquisition of Lot	375 sqm.
	Rehabilitation of Tumpagon Multi-Purpose Hall	100% Rehab.
	Improvement of Health Center	Waiting area and Dirty Kitchen
Administrative and Legislative Services	Bgy. Officials trained on planning & Budgeting	12 Officials
	Barangay Resolutions passed	30 resolutions
	Barangay ordinances passed	4 ordinances
Day Care Services	Pre schoolers provided Capacity in reading and writing	150 Preschoolers

The undersigned is grateful to the members of the Barangay Council whom the provision of the desired services to be given to the constituents not only lies on my hands but also with wisdoms of the foregoing law makers that fulfill its duties and obligations as elected officials.

Thank you and God Bless.



APPENDIX "E" / PAGE 38
 CECILIO M. DAGSAAN
 Punong Barangay

Republic of the Philippines
City of Cagayan de Oro
Barangay TUMPAGON

OFFICE OF THE SANGGUNIANG BARANGAY

MINUTES OF THE SESSION OF BARANGAY TUMPAGON, THIS CITY, HELD AT TUMPAGON BARANGAY HALL ON JUNE 3,, 2024.

Present:

Barangay Chairman	CECILIO M.DAGSAAN	Barangay Kagawad	Rex C.Delito
Barangay Kagawad	Armando O.Alinggom	Barangay Kagawad	Engilen M.Cagmat
Barangay Kagawad	Nelson M.Buhia	Barangay Kagawad	Laila D.Bantarasa
Barangay Kagawad	Rico P.Gapol Sr.	SK Chairman	Renie C.Dagsaan Jr
Barangay Kagawad	Fedel D.Calingao		

Absent :

NONE

**RESOLUTION NO. 015 - 24
SERIES OF 2024**

Presented for consideration is the Annual Budget of the Barangay Tumpagon for the period January 1, 2024 to December 31, 2024 in the sum of P 5, 071,549.00.

NOW THEREFORE, on motion of Kagawad Engilen Cagmat duly seconded by all members present, be it RESOLVED, as it is hereby resolved, to enact the following Appropriation Ordinance, to wit:

**APPROPRIATION ORDINANCE NO. 01
SERIES OF 2024**

APPROPRIATING FUNDS FOR THE PERIOD FROM JANUARY 1, 2024 TO DECEMBER 31, 2024.

Be it enacted by the Sangguniang Barangay of Barangay Tumpagon that the Barangay Annual Budget covering the period from January 1, 2024 to December 31, 2024 with a total estimated income of P 5,071,549.00 as against total appropriation in the amount of P 5,071,549.00 hereby approved, summarized as follows:

Available Resources

1. Income

Real Property Tax - Due Component	P 410,000.00
Real Property Tax -- Equal Sharing	750,000.00
Business Taxes & Licenses	16,000.00
Other Taxes - Community Tax - Sand & Gravel	1,331.00
Miscellaneous – National Tax Allotment (NTA)	3,889,468.00
Govt. Service Fees & Other Charges	4,750.00
Govt. Business Operations	
Grants - City Aid for B D F - City Aid for Brgy. Police	
Others (Specify)	

2. Total Income	P 5,071,549.00
-----------------	-----------------------

APPROPRIATIONS:

A. Current Operating Expenditures

1.1 Personal Services

Honoraria	P	1,658,136.00
Year End Bonus		138,178.00
Cash Gift		60,000.00
Mid Year Bonus		138,178.00
Productivity Enhancement Incentives		60,000.00
Terminal Leave Benefits		199,775.00
TOTAL	P	2,254,267.00

1.2 Maint. & Other Expenses

Travel Expenses - Local	P	42,584.00
Training Expenses		5,000.00
Office Supplies Expenses		10,000.00
Accountable Forms Expenses		1,000.00
Fuel, Oil and Lubricants Expenses		40,000.00
Other Supplies Expenses - Barangay Tanod		10,000.00
Other Supplies Expenses - Uniform		35,000.00
Electricity Expenses		43,525.00
MAINTENCE WATER SUPPLY		10,000.00
Extraordinary & Miscellaneous Expenses		17,000.00
Auditing Services		19,447.00
Other General Services - Job Order		724,800.00
Repair & Maint. - Office Equipment		5,000.00
Repair & Maint. - Land Transport Equipment		41,000.00
Fidelity Bond Premiums		10,000.00
Representation Expenses		5,000.00
Membership Dues & Cont. to Org. - Liga ng mga Barangay		22,500.00
Other Maint. & Operating Expenses		25,800.00
Other Maint. & Operating Exp. - Cultural and Athletic		85,000.00
Other Maint. & Operating Expenses - M-Other supply		10,000.00
Other Maint. & Operating Exp. - AICS		16,000.00
Other Maint. & Operating Exp. - Aid to Senior Citizens & or PWD		15,000.00
Other Maint. & Opr. Expenses - Health Program		10,000.00
Other Maint. & Opr. Expenses - Nutrition Program		10,000.00
Other Maint. & Opr. Expenses - Barangay Assembly		10,000.00
Other Maint. & Operating Expenses - GAD Program		5,000.00
Other Maint. & Opr. Expenses - BCPC		10,000.00
Other Maint. & Operating Expenses - BADAC		40,000.00
Total MOOE	P	1,278,657.00

1.3 NON-OFFICE EXPENDITURES

5% BDRRMF **P 253,577.00**

30% Quick Response Fund	76,073.00
70% of BDRRMF	177,504.00
Total	253,577.00

70 % quick response BreakDown

Purchased of Calamity Related and equipments	177,504.00
Quick Respdn Fund	76,073.00
Total	P 76,073.00

10% Youth Development Program (SK Fund)

507,155.00

507,155.00

20% Development Fund

777,893.00

Breakdown :

Acquisition of Lot	451,000.00
Rehabilitation of Tumpagon Multi-purpose Hall	40,000.00
Improvement of Health Center	195,000.00
Solid Waste Management	91,894.00

Appropriation Ordinance to the Sangguniang Panlungsod for review.

Total

2.0 Capital Outlay :

Total Budgetary Appropriations

P 5,071,549.00

This Appropriation Ordinance shall take effect on January 1, 2024.

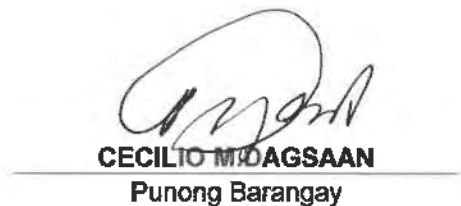
RESOLVED FURTHER, to submit copies of this Resolution with the approved budget as embodied in the Appropriation Ordinance to the Sangguniang Panlungsod for review.

APP OVE July 1,,2024

I hereby certify that the foregoing Resolution No. 015-2024 embodying Appropriation Ordinance No. 01 - 2024 both series of 2024 which approved the Barangay Annual Budget for the period January 1, 2024 enacted by the Sangguniang Barangay in its regular session held at Barangay Hall on July 1,2024

Attested:


JEFFREY S.LANDONG
Barangay Secretary


CECILIO M. DAGSAAN
Punong Barangay



cagayan
de Oro



Republic of the Philippines
CITY OF CAGAYAN DE ORO
OFFICE OF THE CITY COUNCIL
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Communication Number:

Date:

Receiver:

FROM: Committee on Ethics and Blue Ribbon

SUBJECT: PROPOSED RESOLUTION ADOPTING THE ORDER OF THE COMMITTEE ON ETHICS AND BLUE RIBBON ON BR CASE NO. 2023-14, ENTITLED: "MS. CHUCHIE EBALLE ACASO (COMPLAINANT) AGAINST HON. JULITO D. OGSIMER, PUNONG BARANGAY, HON. ASPERINO N. BACONGA, HON. ANTHONY B. BUSTAMANTE AND HON. ROWENA RAYE M. MEDIANA, ALL OF BARANGAY LAPASAN (RESPONDENTS), FOR VIOLATION OF SECTION 3, PARAGRAPH (E) AND (G) OF REPUBLIC ACT NO. 3019, DISHONESTY, GRAVE MISCONDUCT CONDUCT UNBECOMING OF A PUBLIC OFFICER, ABUSE OF AUTHORITY AND RA 7160 OF THE LOCAL GOVERNMENT CODE", DISMISSING THE SAID CASE FOR LACK OF MERIT.

Respectfully referred to **COMMITTEE ON LAWS AND RULES** the herein communication for study, investigation, report and/or recommendation.

ARTURO S. DE SAN MIGUEL
City Council Secretary

COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: October 7, 2024

RECOMMENDING APPROVAL AND INCLUSION IN THE CALENDAR OF BUSINESS IN THE NEXT REGULAR SESSION

Respectfully submitted:


HON. EDGAR S. CABANLAS
CITY COUNCILOR
Chairperson


HON. ROMEO V. CALIZO
CITY COUNCILOR
Vice Chairperson

HON. GEORGE S. GOKING
CITY COUNCILOR
Member


HON. ROGER G. ABADAY
CITY COUNCILOR
Member


HON. JOYLEEN MERCEDES L. BALABA
CITY COUNCILOR
Member

EX-OFFICIO MEMBERS


HON. JOCELYNE RODRIGUEZ
CITY VICE MAYOR
Presiding Officer

HON. EDGAR S. CABANLAS
CITY COUNCILOR
Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS
CITY COUNCILOR
Minority Floor Leader

DISSENTING



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de oro



Republic of the Philippines
CITY OF CAGAYAN DE ORO
OFFICE OF THE CITY COUNCIL

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Comm. No.: 2023-1675

Received by:

From: OMBUDSMAN

Date:

Subject Matter:

COMPLAINT- AFFIDAVIT OF MS. CHUCHI EBALLE ACASO AGAINST PUNONG BARANGAY JULITO D. OGSIMER, BARANGAY KAGAWAD ASPERINO N. BACONGA, BARANGAY KAGAWAD MARK ANTHONY B. BUSTAMANTE AND BARANGAY KAGAWAD ROWENA RAYE M. MEDIANA, ALL BARANGAY LAPASAN, THIS CITY, FOR VIOLATION OF SECTION 3, PAR (E) AND (G) OF RA 3019, DISHONESTY GRAVE MISCONDUCT, CONDUCT UNBECOMING A PUBLIC OFFICER, ABUSE OF AUTHORITY, AND RA 7160 OR THE LOCAL GOVERNMENT CODE.

Referred to the **COMMITTEE ON ETHICS AND BLUE RIBBON** the herein communication for study, investigation, report and/or recommendation.

FOR THE CITY VICE MAYOR
& PRESIDING OFFICER:

ARTURO S. DE SAN MIGUEL
City Council Secretary

COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: October 7, 2024

> DISMISSED
> RECOMMENDING APPROVE

HON. EDGAR S. CABANLAS
CITY COUNCILOR
Chairperson

HON. JOSE PEPE S. ABU JR.
CITY COUNCILOR
Vice Chairperson

HON. JOYLEEN MERCEDES L. BALABA
CITY COUNCILOR
Member

HON. ROMEO V. CALIZO
CITY COUNCILOR
Member

HON. ROGER G. ABADAY
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Presiding Officer



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COMMITTEE ON ETHICS AND BLUE RIBBON

CHUCHI EBALLE ACASO,
Complainant,

BR CASE NO. 2023-14

-versus-

**HON. JULITO D. OGSIMER
HON. ASPERINO N. BACONGA
HON. ANTHONY B.
BUSTAMANTE
HON. ROWENA RAYE M.
MEDIANA**

FOR:
VIOLATION OF SECTION 3,
PARAGRAPH (E) AND (G) OF
REPUBLIC ACT NO. 3019,
DISHONESTY, GRAVE
MISCONDUCT UNBECOMING OF
A PUBLIC OFFICER, ABUSE OF
AUTHORITY AND RA 7160 OR THE
LOCAL GOVERNMENT CODE

Respondents.

X-----/

RESOLUTION

Before this committee is the Indorsement letter dated 30 May 2023 issued by Anderson A. Lo, Deputy Ombudsman for Mindanao, Office of the Ombudsman, Mindanao Station, regarding the complaint filed by Chuchi Eballe Acaso against Punong Barangay Julito D. Ogsimer, Barangay Kagawad Asperino N. Baconga, Barangay Kagawad Anthony B. Bustamante, and Barangay Kagawad Rowena Raye M. Mediana, all of Barangay Lapan, Cagayan de Oro City before the Ombudsman under IC-OMC-23-0022. The said complaint was referred to this committee for the appropriate action with respect to the administrative aspect of the case.

On July 20, 2023, the committee conducted initial hearing of the instant case and the respondents were given 15 days to file their respective answer to the complaint.

On August 4, 2023, respondents filed their respective counter-affidavit and answer.

On the scheduled February 8, 2023 committee hearing, parties were given 30 days to submit their respective position paper, and thereafter, the instant case is submitted for resolution.

THE FACTS:

Stripped of non-essentials and as synthesized from the Complaint- Affidavit of Chuchi Eballe Acaso ("*Chuchi*") and Counter-Affidavits of Punong Barangay Julito D. Ogsimer ("*Punong Barangay Ogsimer*"), Barangay Kagawad Asperino N. Baconga (*Kagawad Baconga*), Barangay Kagawad Anthony B. Bustamante (*Kagawad Bustamante*), and Barangay Kagawad Rowena Raye M. Mediana (*Kagawad Mediana*), hereunder are the facts:

RESOLUTION

Acaso vs. Ogsimer et. al

BR Case No. 2023-14

Reference Number: 2023-1675

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x-----x

VERSION OF THE COMPLAINANT

Complainant Chuchi Eballe Acaso is a bonafide resident of Brgy. San Roque, Lapasan, Cagayan de Oro City. She is a liason staff of Gilda Go, whom Punong Barangay Ogsimer had personal loan transactions.

On February 4, 2019, at around 11:00 am, complainant Chuchi went to the barangay hall of Barangay Lapasan, to collect the payment of the loans from Punong Barangay Ogsimer. Respondents Barangay Kagawads Baconga, Bustamante, and Mediana approached Chuchi and asked if they can avail a loan from Gilda Go's mother, Trinidad Go. Punong Barangay Ogsimer handed a letter (using barangay Lapasan's letterhead), which was duly signed by respondents and addressed to Mrs. Trining Go, to Chuchi.

In the said letter, respondents intended to borrow money in the amount of P2.4 million from Mrs. Trining Go for the payment of the salaries of the barangay employees because the release of the Internal Revenue Allotment (IRA) of the barangay was on March 2019.

On the same day, a check was issued by Trinidad Go in the amount of P2.4 million in the name of respondent Punong Barangay Ogsimer.

Despite repeated demands, respondents Punong Barangay Ogsimer and Barangay Kagawads Baconga, Bustamante, and Mediana, failed to pay the loan. Respondent Punong Barangay Ogsimer even issued a check for the payment of the loan, however, the said check was dishonored by the drawee bank as the account was already closed.

VERSION OF THE RESPONDENT

Respondent Ogsimer interposed denial of the allegation of the complaint and countered that there was no loan transaction in the amount of P2.4 million was entered by Barangay Lapasan with Mrs. Trining Go. Consequently, barangay Lapasan neither received favour nor burdened with obligations, sustained injury, disadvantages, and damages of whatever kind.

On the other hand, respondents Barangay Kagawad Baconga, Bustamante, and Mediana also denied the allegations of the complaint and advanced that the check in the amount of P2.4 million was issued for Punong Barangay Ogsimer's personal loan transaction and not for barangay Lapasan. Thus, no loan transaction was entered by the barangay and Trining Go.

THE RULING OF THE COMMITTEE

The instant administrative case is filed by Chuchi Eballe Acaso against Barangay officials of Brgy. Lapasan, Cagayan de Oro City, namely, Punong Barangay Julito D. Ogsimer, Barangay Kagawad Asperino N. Baconga, Barangay Kagawad Anthony B. Bustamante, and Barangay Kagawad Rowena Raye M. Mediana, for Violation of

RESOLUTION

Acaso vs. Ogsimer et. al

BR Case No. 2023-14

Reference Number: 2023-1675

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Section 3, paragraph e and g, of Republic Act No. 3019, Dishonesty, Grave Misconduct, Conduct Unbecoming of a Public Officer, Abuse of Authority, and Republic Act 7160 of the Local Government Code.

In *Primo C. Miro v. Marilyn Mendoza Vda. De Erederos, et. al.*,¹ the Supreme Court held:

Substantial evidence, quantum of proof in administrative cases

Substantial evidence is defined as such amount of relevant evidence which a reasonable mind might accept as adequate to support a conclusion. It is more than a mere scintilla of evidence.²² The standard of substantial evidence is satisfied when there is reasonable ground to believe, based on the evidence submitted, that the respondent is responsible for the misconduct complained of. It need not be overwhelming or preponderant, as is required in an ordinary civil case²³ or evidence beyond reasonable doubt, as is required in criminal cases, but the evidence must be enough for a reasonable mind to support a conclusion.

The burden to establish the charges rests upon the complainant. The case should be dismissed for lack of merit if the complainant fails to show in a satisfactory manner the facts upon which his accusations are based. The respondent is not even obliged to prove his exception or defense.²

To prove that respondent Punong Barangay Ogsimer, Barangay Kagawads Baconga, Bustamante, and Mediana are administratively liable for Violation of Section 3, paragraph e and g, of Republic Act No. 3019, Dishonesty, Grave Misconduct, Conduct Unbecoming of a Public Officer, Abuse of Authority, and Republic Act 7160 of the Local Government Code, complainant Chuchi attached to his affidavit-complaint the following documentary evidence, viz:

- a. Letter dated February 4, 2019 bearing a Barangay Lapasan letterhead and signed by the respondents, showing that the respondents barangay officials issued a letter to influence Trinidad Go to grant the P2.4M loan;
- b. BDO Check No. 0000938379 issued to Julito Ogsimer in the amount of P2,400,000.00, showing that Trinidad Go approved the loan by respondents and issued a corresponding check;
- c. Demand Letter dated September 7, 2021, addressed to respondents, showing that Trinidad Go demanded payment from the respondents;
- d. Notice of Dishonor and Demand for payment dated December 19, 2022, showing that the check issued by respondent Ogsimer to Trinidad Go for the payment of the P2.4M loan was dishonored by the drawee bank for being a closed account;

To corroborate the allegation in the complaint, complainant Chuchi presented the affidavit of Sheryl T. Adajar, the barangay record officer of the barangay at the time of the alleged February 4, 2019 transaction.

¹ G.R. NO. 162822: August 25, 2005

² NATIONAL BUREAU OF INVESTIGATION VS. CONRADO M. NAJERA, G.R. No. 237522, June 30, 2020

RESOLUTION

Acaso vs. Ogsimer et. al
BR Case No. 2023-14
Reference Number: 2023-1675
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x-----x

*Violation of Section 3, paragraph e and g,
of Republic Act No. 3019*

Sections 3 (e) and (g) of RA 3019 state:

Section 3. *Corrupt practices of public officers.* - In addition to acts or omissions of public officers already penalized by existing law, the following shall constitute corrupt practices of any public officer and are hereby declared to be unlawful:

x x x x

(e) Causing any undue injury to any party, including the Government, or giving any private party any unwarranted benefit, advantage or preference in the discharge of his official administrative or judicial functions through manifest partiality, evident bad faith or gross inexcusable negligence. This provision shall apply to officers and employees of offices or government corporations charged with the grant of licenses or permits or other concessions;

x x x x

(g) Entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby.

The elements of violation of Section 3(c) of RA 3019 are:

- (a) That the accused must be a public officer discharging administrative, judicial, or official functions; or a private individual acting in conspiracy with such public officers;
- (b) That he acted with manifest partiality, evident bad faith, or inexcusable negligence; and
- (c) That his action caused any undue injury to any party, including the government, or giving any private party unwarranted benefits, advantage, or preference in the discharge of his functions.³

The elements of violation of Section 3(f) of RA 3019 are:

- (a) The offender is a public officer;
- (b) The said officer has neglected or has refused to act without sufficient justification after due demand or request has been made on him;
- (c) Reasonable time has elapsed from such demand or request without the public officer having acted on the matter pending before him; and
- (d) Such failure to so act is for the purpose of obtaining, directly or indirectly, from any person interested in the matter some pecuniary or material benefit or advantage in favor of an interested party, or discriminating against another.⁴

³ ANTONIO M. SUBA, VS. SANDIGANBAYAN FIRST DIVISION AND PEOPLE OF THE PHILIPPINES, G.R. No. 235418, March 03, 2021

⁴ CORAZON M. LACAP, VS. SANDIGANBAYAN [FOURTH DIVISION] AND THE PEOPLE OF THE PHILIPPINES, G.R. No. 198162, June 21, 2017

RESOLUTION

Acaso vs. Ogsimer et. al
BR Case No. 2023-14
Reference Number: 2023-1675
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After carefully evaluating the attendant circumstances and the evidence adduced by both parties, the Committee finds that the above-cited elements are wanting in the instant case.

Upon cursor examination of the documentary evidence presented by complainant Chuchi, it shows that there was a loan transaction and non-payment of the same. First, the letter dated February 4, 2019, shows that respondents requested for a loan with Trinidad Go. Second, Trinidad Go issued BDO Check No. 0000938379 in the amount of P2.4 million in in the name of Julito Ogsimer. Third, Trinidad Go sent a demand letter dated September 7, 2021 to Punong Barangay Ogsimer for the payment of the latter's loan. Lastly, Trinidad Go sent a notice of dishonor and demand for payment dated December 19, 2022 to Punong Barangay Ogsimer because the latter's check was dishonored by the drawee bank.

The evidence of the complainant would show that the P2.4 million loan obtained from Trinidad Go was a personal transaction of respondent Ogsimer. Trinidad Go issued a personal check in the said amount in the name of respondent Ogsimer; and after 2 years, Trinidad Go demanded payment of the loan from respondents. Clearly, Trinidad Go wanted to collect the P2.4 million from respondent Ogsimer because the latter obtained the loan in his personal capacity and not for the barangay.

There is nothing in the records would show that Barangay Lapanan entered into a contract of loan with Trinidad Go. The BDO Check No. 0000938379 in the amount of P2.4 million in the name of Julito Ogsimer reveals that the loan was issued to the latter and not to the barangay. Neither the barangay suffered any injury or damage caused by the loan entered by the respondent Ogsimer from Trinidad Go. Thus, the committee will no longer delve into the facts whether the act of respondents constitute corrupt practices of under RA 3019 as the transaction entered into by respondents are purely in in their personal capacity.

Furthermore, the instant complaint against the respondents was filed to politically malign respondent Ogsimer during his candidacy for Punong Barangay in the 2023 SK and Barangay elections. Records reveals that the complaint of Chuchi was filed before the ombudsman on March 23, 2023, seven (7) months before the October 2023 SK and Barangay elections.⁵ On the other hand, complainant Chuchi was running for barangay kagawad against the group of respondent Ogsimer. The animosity between complainant and respondent Ogsimer was used to destroy the credibility of respondent Ogsimer, as evidence by a text message from complainant for respondent Ogsimer. In fact, the proper party file of the instant case is Mrs. Trinidad Go. Trinidad Go, suffered damage because of the non-payment of the loan obtained by respondents. It would clearly shows that the filing of the instant complaint is tainted with malice to politically attack the respondents.

In sum, the evidence at hand is insufficient to prove the administrative liability of the respondents.

⁵ Complaint-Affidavit of Chuchi Acaso (with stamped received)

RESOLUTION

Acaso vs. Ogsimer et. al
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x-----x

Dishonesty, Grave Misconduct, Conduct Unbecoming of a Public Officer, Abuse Of Authority, and RA 7160 of the Local Government Code

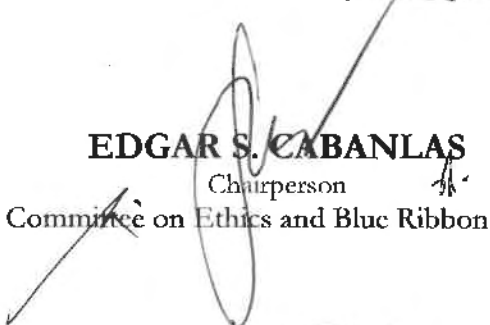
The allegation in the complaint failed to sufficiently established that the respondents acted with dishonesty, misconduct, conduct unbecoming of a public officer and even abuse of authority. The complaint affidavit of Chuchi merely alleged on the loan obtained by respondents from Trinidad Go and the same was not paid. The failure of respondent Ogsimer and barangay Kagawads to the pay the loan is a matter involving civil obligation. Thus, the instant case is purely civil in nature.

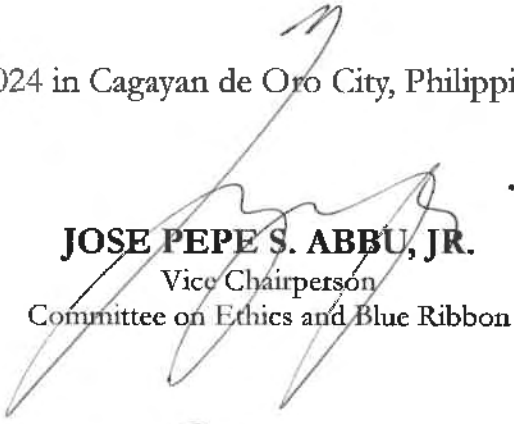
In fine, the complainant has the burden of proving by substantial evidence the allegations in her complaint. The basic rule is that mere allegation is not evidence and is not equivalent to proof. In the present case, there is no sufficient, clear and convincing evidence to hold Punong Barangay Julito D. Ogsimer, Barangay Kagawad Asperino N. Baconga, Barangay Kagawad Anthony B. Bustamante, and Barangay Kagawad Rowena Raye M. Mediana are administratively liable for Violation of *Section 3, paragraph e and g, of Republic Act No. 3019, Dishonesty, Grave Misconduct, Conduct Unbecoming of a Public Officer, Abuse of Authority, and Republic Act 7160 of the Local Government Code.*


WHEREFORE, premises considered, the instant case is ordered dismissed for lack of merit.


SO ORDERED.

Done this 30th day of September 2024 in Cagayan de Oro City, Philippines.


EDGAR S. CABANLAS
Chairperson
Committee on Ethics and Blue Ribbon


JOSE PEPE S. ABBU, JR.
Vice Chairperson
Committee on Ethics and Blue Ribbon


ROGER G. ABADAY
Member
Committee on Ethics and Blue Ribbon


ROMEO V. CALIZO
Member
Committee on Ethics and Blue Ribbon


JOYLEEN MERCEDES L. BALABA
Member
Committee on Ethics and Blue Ribbon



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CITY OF CAGAYAN DE ORO
OFFICE OF THE CITY COUNCIL

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Communication Number:

Date:

Receiver:

FROM: Committee on Public Utilities (Roads and Traffic Management)

SUBJECT: PROPOSED RESOLUTION ENDORSING AND/OR INTERPOSING NO OBJECTION TO THE TRANSPORT FRANCHISE OPERATION OF THE JOYRIDE SUPERAPP IN THE CITY OF CAGAYAN DE ORO, WHICH OFFERS ON-DEMAND SERVICES IN RIDE-HAILING, DELIVERY, FOOD & SHOPPING, AND PAYMENTS, AS APPLIED FOR BY ITS PRESIDENT, MR. NEIL SHERWIN YU, SUBJECT TO EXISTING LAWS, RULES AND REGULATIONS PERTINENT THERETO.

Respectfully referred to **COMMITTEE ON LAWS AND RULES** the herein communication for study, investigation, report and/or recommendation.

ARTURO S. DE SAN MIGUEL
City Council Secretary

COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: October 7, 2024

RECOMMENDING APPROVAL AND INCLUSION IN THE CALENDAR OF BUSINESS IN THE NEXT REGULAR SESSION

Respectfully submitted:


HON. EDGAR S. CABANLAS
CITY COUNCILOR
Chairperson


HON. ROMEO V. CALIZO
CITY COUNCILOR
Vice Chairperson

HON. GEORGE S. GOKING
CITY COUNCILOR
Member


HON. ROGER C. ABADAY
CITY COUNCILOR
Member


HON. JOYLEEN MERCEDES L. BALABA
CITY COUNCILOR
Member

EX-OFFICIO MEMBERS

HON. JOCELYN B. RODRIGUEZ
CITY VICE MAYOR
Presiding Officer

HON. EDGAR S. CABANLAS
CITY COUNCILOR
Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS
CITY COUNCILOR
Minority Floor Leader

DISSENTING



Communication Number: 2024-2953

Date: 09/20/2024

Receiver: gil

From: JOYRIDE SUPERAPP

Subject: REQUEST FOR ENDORSEMENT OF THE SANGGUNIAN PANLUNGSOD TO OBTAIN THE NECESSARY APPROVAL OR PERMIT REGARDING A TRANSPORT FRANCHISE IN CAGAYAN DE ORO CITY.

Respectfully referred to COMMITTEE ON PUBLIC UTILITIES (ROADS AND TRAFFIC MANAGEMENT) the herein communication for study, investigation, report and/or recommendation.

ARTURO S. DE SAN MIGUEL
 City Council Secretary ✓

COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: *October 9, 2024*

recommending approval

HON. ROMEO V. CALIZO
 Chairperson

HON. IAN MARK Q. NACAYA
 Vice Chairperson

HON. MARIA LOURDES S. GAANE
 Member

HON. ROGER G. ABADAY
 Member

HON. KENNETH JOHN D. SACALA
 Member

HON. MALVERN A. ESPARCIA
 Member

HON. YEVONNA ACINE B. EMANO
 Member

recommending approval
HON. AGA G. SUAN
 City Councilor

EX-OFFICIO MEMBERS

HON. EDGAR S. CABANLAS
 Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS
 Minority Floor Leader

HON. JOCELYN B. RODRIGUEZ
 City Vice Mayor

DISSENTING



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION FRANCHISING AND REGULATORY BOARD
East Avenue, Quezon City

**RESOLUTION NO. 020, SERIES OF 2024
(RENEWAL OF ACCREDITATION OF JOYRIDE PH CORPORATION AS
TRANSPORTATION NETWORK COMPANY)**

WHEREAS, JOYRIDE PH CORPORATION filed its Application for Renewal of its Certificate of Accreditation as a Transport Network Company;

WHEREAS, the Board issued Board Resolution No. 087, Series of 2021, directing the Pre-Accreditation Committee to evaluate and review not only the documentary requirements set forth under Memorandum Circular No. 2015- 015A, but also the financial and operational performance of the Transport Network Companies applying for renewal of its Certificate of Accreditation;

WHEREAS, the Board issued Memorandum Circular No. 2021- 066 (Re: Lifting of Moratorium in the Acceptance of Application of Accreditation of Transport Network Company and Providing for the Requirements Thereof);

WHEREAS, in compliance with the above Board Resolution and Memorandum Circular, this Committee conducted an in-depth evaluation and discussed the overall operations and performance of **JOYRIDE PH CORPORATION**;

WHEREAS, after due evaluation and examination of the documents submitted by herein applicant and operational performance, the Pre-Accreditation Committee has found **JOYRIDE PH CORPORATION** qualified, financially capable and compliant with all other requirements set forth under Memorandum Circular 2021-066;

NOW THEREFORE, for and in consideration of the foregoing, the Pre-Accreditation Committee hereby **Recommends** the Renewal of Accreditation of **JOYRIDE PH CORPORATION** for another two (2) years counted from the issuance of a Board Resolution approving this Committee Resolution.

SIGNED by the undersigned Members of the Pre-Accreditation Committee, this 6th day of March 2024 at Quezon City, Metro Manila.


Atty. ROBERT D. PEIG, CESO V
Chairman


Atty. FREDERICK L. VALERO
Vice-Chairman


NIDA P. QUIDIC
Member


JOEL J. BOLANO
Member


Atty. ZONA RUSSET M. TAMAYO, CESO V
Member



OFFICE OF THE CITY COUNCIL
 RECEIVED: *9/20/2024* Time: *1:39 PM*
oil array Comm. No. _____
 ACTION TAKEN _____
 Date: _____
 _____ S. DE SAN MIGUEL
 City Council Secretary
 REMARKS _____

September 20, 2024

Hon. Romeo V. Calizo
Chairperson - Committee on Public Utilities, Roads and Traffic Management
City Council of Cagayan De Oro
Cagayan De Oro City

Dear Hon Romeo V. Calizo,

Warm greetings from JoyRide Superapp!

We are writing to express our enthusiasm and interest in extending the services of JoyRide Superapp to Cagayan De Oro City. As a Ride-Hailing App that has been serving hundreds of thousands of commuters in various regions, we are eager to expand our reach and contribute positively to your constituents and the local community.

JoyRide Superapp offers a wide range of services, including JoyRide MC TAXI, JoyRide CAR, JoyRide TAXI CAB, JoyRide DELIVERY, and JoyRide TAXICLE among others. We believe that by introducing our services in your area, we can bring several benefits to the community:

- 1. Additional Income and Improved Quality of Life:** Our platform can provide an additional source of income for transport drivers and bikers, helping to enhance their quality of life and financial stability.
- 2. Enhanced Commuting Experience:** We aim to make commuting more efficient and effective for your constituents by offering reliable and convenient transportation options.
- 3. Job Opportunities:** Launching our services in **Cagayan De Oro City** will create job opportunities for local residents, especially for drivers and their families.
- 4. Safety Initiatives:** We prioritize safety and provide safety training and orientation for our driver-partners, contributing to safer roads in your city.
- 5. Insurance Coverage:** Passengers and drivers using JoyRide Superapp will benefit from insurance coverage, ensuring their security during rides.
- 6. Public Safety Collaboration:** We are committed to collaborating closely with local authorities on public safety campaigns and initiatives.



(02) 8864-7777

JoyRide Facility, 80 Marcus Highway, Mayamot, Antipolo, 1870 Rizal

www.joyride.com.ph



7. **No Additional Vehicles Needed:** We shall be using the current drivers and vehicles your city and community. There will be no need to bring in additional vehicles that would worsen any traffic situation in your city.
8. **Help Lighten Traffic Congestion:** The availability of ride hailing transport will encourage vehicle owners to leave their vehicles at home and use these alternative mode. Thus, lessening the number of vehicles on the road.

We view this expansion as part of our social responsibility to support communities and promote economic growth. If granted permission, we are eager to meet with you to discuss the details of our rollout plan for applicable JoyRide Superapp services in your area, including driver-partner onboarding and training.

We kindly request your endorsement to the SANGGUNIAN PANGLUNGSOD to be able obtain the necessary approval or permit regarding a TRANSPORT FRANCHISE in **Cagayan De Oro City**. We believe that our services can make a positive impact on the lives of your constituents and contribute to the overall development of the region.

Thank you for considering our request. We look forward to the opportunity to work together for the benefit of **Cagayan De Oro City** and its residents. If you have any questions or concerns, please feel free to email us at mtumali@joyride.com.ph or call 09209791478.

Sincerely yours,


Neil Sherwin Tu
President



JoyRide Superapp



(02) 8864-7777



JoyRide Facility, 80 Marcos Highway, Mayamot, Antipolo, 1870 Rizal



www.joyride.com.ph



Communication Number:

Date:

Receiver:

FROM: Committee on Planning, Research & Innovation and People's Organization Accreditation

SUBJECT: PROPOSED ORDINANCE PRESCRIBING AND/OR ADOPTING THE QUALIFICATION STANDARDS (QS) FOR APPOINTMENT TO THE HEREIN SPECIFIED VACANT POSITIONS, PURSUANT TO CIVIL SERVICE COMMISSION MEMORANDUM CIRCULAR NO. 6, SERIES OF 2023, WHICH AMENDS SECTION 34 OF THE 2017 OMNIBUS RULES ON APPOINTMENTS AND OTHER HUMAN RESOURCE ACTIONS (ORAOHRA)

Respectfully referred to **COMMITTEE ON LAWS AND RULES** the herein communication for study, investigation, report and/or recommendation.

ARTURO S. DE SAN MIGUEL
City Council Secretary

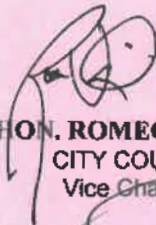
COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: October 7, 2024


RECOMMENDING APPROVAL AND INCLUSION IN THE CALENDAR OF BUSINESS IN THE NEXT REGULAR SESSION

Respectfully submitted:


HON. EDGAR S. CABANLAS
CITY COUNCILOR
Chairperson



HON. ROMEO V. CALIZO
CITY COUNCILOR
Vice Chairperson

HON. GEORGE S. GOKING
CITY COUNCILOR
Member


HON. ROGER G. ABADAY
CITY COUNCILOR
Member


HON. JOYLEEN MERCEDES L. BALABA
CITY COUNCILOR
Member

EX-OFFICIO MEMBERS


HON. JOCELYN B. RODRIGUEZ
CITY VICE MAYOR
Presiding Officer

HON. EDGAR S. CABANLAS
CITY COUNCILOR
Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS
CITY COUNCILOR
Minority Floor Leader

DISSENTING



Communication Number: 2024-2971

Date: 09/26/2024

Receiver: gil

From: VMO/ CMO

Subject: ENACTMENT OF LEGISLATIVE MEASURE ADAPTING SPECIFIC QUALIFICATION STANDARDS OF THREE (3) VACANT POSITIONS IN THE CITY GOVERNMENT OF CAGAYAN DE ORO PURSUANT TO EXISTING CIVIL SERVICE RULES AND REGULATIONS.

Respectfully referred to COMMITTEE ON PLANNING, RESEARCH & INNOVATION AND PEOPLE'S ORGANIZATION ACCREDITATION the herein communication for study, investigation, report and/or recommendation.

ARTURO S. DE SAN MIGUEL
 City Council Secretary

COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: 10-7-2024

recommending approval

HON. IAN MARK Q. NACAYA
 Chairperson

HON. ROMEO V. CALIZO
 Vice Chairperson

HON. SZEZITE G. MAGTAJAS-DABA
 Member

HON. IMEL ROSE P. MORENO
 Member

HON. AGA G. SUAN
 Member

HON. MALVERN A. ESPARCIA
 Member

HON. YAN LAM S. LIM
 Member

EX-OFFICIO MEMBERS

HON. EDGAR S. CABANLAS
 Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS
 Minority Floor Leader

HON. JOCELYNE B. RODRIGUEZ
 City Vice Mayor

DISSENTING



cagayan de Oro
city of golden friendship

REPUBLIC OF THE PHILIPPINES
CAGAYAN DE ORO CITY
OFFICE OF THE CITY VICE MAYOR
HON. JOCELYN "BEBOT" RODRIGUEZ



OVM-2024-04-R-000870

September 25, 2024

MR. ARTURO S. DE SAN MIGUEL
City Secretary - Sangguniang Panlungsod
Cagayan de Oro City

Dear Mr. De San Miguel,

Katawhan, una sa tanan!

Respectfully forwarding the communication from the Office of the Hon. City Mayor Rolando A. Uy pertaining to the enactment of a legislative measure, adapting specific qualification standards of the three (3) vacant positions in the City Government of Cagayan de Oro pursuant to existing Civil Service rules and regulations. Please refer this communication to the appropriate committee for their immediate action. Enclosed are the letter of the Honorable Mayor and Personnel Schedule for Calendar Year 2024 in 6 pages.

Thank you very much.

Sincerely,

JOCELYN B. RODRIGUEZ
City Vice Mayor

826L

Key: _____
Office: _____
RECEIVED 09.25.24 3:15 PM
Stella
Refer To Committee
Planning
Date: ARTURO S. DE SAN MIGUEL
City Council Secretary ✓
REMARKS

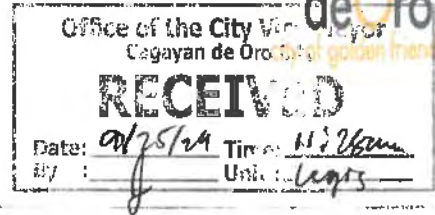
edeovmoffice@gmail.com
@ViceMayorBebotRodriguez
(085) 323-0800
0917-781-6605





REPUBLIC OF THE PHILIPPINES
City of Cagayan de Oro
OFFICE OF THE CITY MAYOR

cagayan
de Oro



September 5, 2024

THE HONORABLE MEMBERS OF THE SANGGUNIANG PANLUNGSOD
City of Cagayan de Oro

Thru : HONORABLE JOCELYN B. RODRIGUEZ
Vice Mayor and Presiding Officer

REPUBLIC OF THE PHILIPPINES
CITY OF CAGAYAN DE ORO
OFFICE OF THE CITY MAYOR

RECEIVED

DATE: 9/5/24 TIME: 9:10 AM
SIGNATURE: [Signature]

Dear Sirs/Mesdames:

Greetings!

This Office respectfully endorses to the august body, for the enactment of a legislative measure, adapting specific qualification standards of the three (3) vacant positions in the City Government of Cagayan de Oro.

Civil Service Commission Memorandum Circular No. 6 series 2023 which took effect last August 12, 2023 amends Section 34 of the 2017 Omnibus Rules on Appointments and Other Human Resource Actions (ORAOHRA). Specifically, paragraph d. provides the following, quoted hereunder;

"d. The QS for department head and assistant department head positions created by the local sanggunian through an Ordinance which are not included in RA No. 7160 or other special laws may be those approved by the CSC through a Resolution..."

xxx

This circular requires, before a department head/assistant department head created by the Sanggunian, be filled-up, to have an approved qualification standards (QS) from the Civil Service Commission.

Hence, the following qualification standards are hereby proposed for the following vacant positions:

1. City Government Department Head II (City Economic Development and Investment Promotions Officer) Item No. 12 SG 26, Oro Trades and Investment Promotions Office			
Education	Experience	Training	Eligibility
Bachelor's degree	5 years in position/s in management and supervision, 2 years of which in business development, tourism, investment promotions or other related fields	32 hours of training in management and supervision as well as 40 hours of relevant training in investment promotions, marketing, business planning and economics	CS Prof/2 nd Level Eligibility
2. City Government Assistant Department Head II (Assistant Chief of Hospital) Item No. 2 SG 24, J. R. Borja General Hospital			
Education	Experience	Training	Eligibility
Doctor of Medicine with Master's degree in Hospital Administration or relevant field	4 years of experience in managerial/supervisory position in a healthcare facility setting	60 hours of managerial/supervisory training	RA 1080

3. City Government Assistant Department Head II (Assistant City Building Official) Item No. 2, SG 24, Office of the City Building Official			
Education	Experience	Training	Eligibility
Bachelor's degree in Civil Engineering or Architecture	4 years in position of managerial/supervisory experience in building design and construction	24 hours of managerial/supervisory training with at least 32 hours of training in PD 1096 and other relevant laws	RA 1080-Civil Engineer or Architect

Anticipating your favorable action and cooperation on this matter.

Thank you.

Truly yours,

ROLANDO *Klan* **A. UY**
City Mayor *H.*

File

2nd Floor, Executive Building
City Hall Compound, Capistrano-Hayes Streets
Cagayan de Oro City, Philippines
www.cagayandecro.gov.ph

**PERSONNEL SCHEDULE
BUDGET YEAR 2024
Cagayan de Oro City**

GENERAL FUND

Appro. Ord. Number :		Title of Position	Name of Incumbent	Date of original appointment to this positions	Authorized Rate Per Annum 4th Tranche (Jan. - Dec. 2023)		Budget Year Per Annum 4th Tranche (Jan. - Dec. 2024)		Increase/ (Decrease) Amount	Step Increment		Increase Amount	Total Increase/ (Decrease) Amount
Item No.					Grade/ Step	Amount	Grade/ Step	Amount		Grade/ Step	Amount		
Old	New												
ADMINISTRATIVE DIVISION													
11	11	Administrative Officer IV	(vacant)		15/2	443,964.00	15/1	439,428.00	(4,536.00)				(4,536.00)
12	12	Administrative Assistant II	Pino, Philip Ronan N.	10/1/2021	8/1	236,928.00	8/1	236,928.00	-	8/2	239,076.00	537.00	537.00
13	13	Administrative Aide III	Lumahang, Jeffrey Y.	11/2/2021	3/1	176,136.00	3/1	176,136.00	-	3/2	177,504.00	225.00	225.00
14	14	Administrative Aide II	(vacant)		2/1	165,828.00	2/1	165,828.00	-				-
15	15	Administrative Aide II	Moreno, Jhinepher May B.	7/1/2021	2/1	165,828.00	2/1	165,828.00	-	2/2	167,100.00	636.00	636.00
TOTAL OFFICE OF THE CITY INTERNAL AUDIT SERVICE						8,072,160.00	-	8,063,088.00	(9,072.00)	-	1,795,020.00	4,202.00	(4,870.00)
Dep't./Office : ORO TRADE & INVESTMENT PROMOTIONS CENTER													
1	1	City Government Assistant Department Head II	Legaspi, Raelita E.	12/1/2021	24/1	1,080,936.00	24/1	1,080,936.00	-	24/2	1,098,576.00	1,470.00	1,470.00
INVESTMENT PROMOTIONS													
2	2	Project Development Officer IV	Sagaral, Simonette F.	11/16/2021	22/1	858,132.00	22/1	858,132.00	-	22/2	870,924.00	1,599.00	1,599.00
3	3	Project Development Officer III	Custodio, Oxanna S.	12/1/2022	18/1	560,700.00	18/1	560,700.00	-				-
4	4	Development Management Officer III	(vacant)		18/1	560,700.00	18/1	560,700.00	-				-
5	5	Development Management Officer II	Oga, Daisy F.	11/16/2021	15/1	439,428.00	15/1	439,428.00	-	15/2	443,964.00	567.00	567.00
6	6	Project Development Officer II	(vacant)		15/2	443,964.00	15/1	439,428.00	(4,536.00)				(4,536.00)
ECONOMIC DEVELOPMENT													
7	7	Economist II	Laguindab, Hanin S.	12/1/2022	15/1	439,428.00	15/1	439,428.00	-				-
ADMINISTRATIVE SERVICES													
8	8	Administrative Officer III	Baconguis, Charlotte Y.	12/1/2022	14/1	406,116.00	14/1	406,116.00	-				-
9	9	Administrative Officer I	(vacant)		10/1	278,112.00	10/1	278,112.00	-				-
10	10	Administrative Aide III	Dela Peña, Joel C.	7/1/2019	3/2	177,504.00	3/2	177,504.00	-				-
BUSINESS DEVELOPMENT													
11	11	Development Management Officer III	(vacant)		18/1	560,700.00	18/1	560,700.00	-				-
SUBTOTAL						5,805,720.00	-	5,801,184.00	(4,536.00)	-	2,413,484.00	3,636.00	(900.00)
PROPOSED NEW POSITIONS:													
	12	City Government Department Head II	(new)				26/1	1,392,480.00	1,392,480.00				1,392,480.00
	13	Administrative Officer V	(new)				18/1	560,700.00	560,700.00				560,700.00
	14	Administrative Aide III (Utility Worker II)	(new)				3/1	176,136.00	176,136.00				176,136.00
SUBTOTAL						-	-	2,129,316.00	2,129,316.00	-	-	-	2,129,316.00
TOTAL ORO TRADE & INVESTMENT PROMOTIONS CENTER						5,805,720.00	-	7,930,500.00	2,124,780.00	-	2,413,484.00	3,636.00	2,128,416.00
Dep't./Office : CITY MANAGEMENT INFORMATION SYSTEM AND INNOVATION DEPARTMENT													
1	1	City Government Department Head II	(vacant)		26/1	1,392,480.00	26/1	1,392,480.00	-				-

APPENDIX 11 / PAGE 00

**PERSONNEL SCHEDULE
BUDGET YEAR 2024
Cagayan de Oro City**

SPECIAL ACCOUNT: LOCAL ECONOMIC ENTERPRISES/UTILITIES

Appro. Ord. Number :	Title of Position	Name of Incumbent	Date of original appointment to this positions	Authorized Rate Per Annum 4th Tranche (Jan. - Dec. 2023)		Budget Year Per Annum 4th Tranche (Jan. - Dec. 2024)		Increase/ (Decrease) Amount	Step Increment		Increase Amount	Total Increase/ (Decrease) Amount
				Grade/ Step	Amount	Grade/ Step	Amount		Grade/ Step	Amount		
				Old	New							
SUB-TOTAL					3,883,812.00	-	3,883,812.00	-	-	-	-	-
PROPOSED NEW POSITIONS:												
	248	Market Supervisor IV	(new)			22/1	858,132.00	858,132.00				858,132.00
	249	Revenue Collection Clerk III	(new)			9/1	254,532.00	254,532.00				254,532.00
	250	Revenue Collection Clerk III	(new)			9/1	254,532.00	254,532.00				254,532.00
	251	Administrative Assistant II (Carpenter Foreman)	(new)			8/1	236,928.00	236,928.00				236,928.00
	252	Watchman II	(new)			4/1	187,032.00	187,032.00				187,032.00
	253	Watchman II	(new)			4/1	187,032.00	187,032.00				187,032.00
	254	Metro Aide II	(new)			4/1	187,032.00	187,032.00				187,032.00
	255	Metro Aide II	(new)			4/1	187,032.00	187,032.00				187,032.00
SUB-TOTAL					-		2,352,252.00	2,352,252.00	-	-	-	2,352,252.00
TOTAL CEEBDA					62,037,012.00	-	62,841,300.00	804,288.00	-	14,105,220.00	73,571.00	877,859.00
Dept./Office : J.R. BORJA GENERAL HOSPITAL												
OFFICE OF THE CHIEF OF HOSPITAL III												
<i>A. Office of the Chief of Hospital III</i>												
1	1	City Government Department Head II (Chief of Hospital III)	(vacant)			26/1	1,392,480.00	1,392,480.00	-			-
2	2	City Government Assistant Department Head II	(vacant)			24/1	1,080,936.00	1,080,936.00	-			-
<i>B. IT Department:</i>												
3	3	Computer Maintenance Technologist I	Poblete, Wilzen C.	10/28/2021	11/1	11/1	324,000.00	324,000.00	-	11/2	327,408.00	605.00
4	4	Administrative Assistant I	Avila, Rex G.	9/16/2021	7/1	7/1	223,440.00	223,440.00	-	7/2	225,156.00	501.00
<i>C. HEPO</i>												
5	5	Health Education & Promotion Officer II	Cansino, Chiara Mae D.	2/2/2022	14/1	14/1	406,116.00	406,116.00	-			-
<i>D. Research and Training</i>												
6	6	Medical Specialist III	Laurito, Arbeen A.	6/17/2019	24/2	24/2	1,098,576.00	1,098,576.00	-			-
MEDICAL DIVISION												
<i>A. Office of the Chief of Chief of Clinics</i>												
7	7	Medical Specialist III	(vacant)		24/2	24/1	1,080,936.00	1,080,936.00	(17,640.00)			(17,640.00)
8	8	Medical Specialist III	Perez, Michael June C.	6/17/2019	24/2	24/2	1,098,576.00	1,098,576.00	-			-
<i>B. Medical Department</i>												
<i>I. Outpatient Department</i>												
9	9	Medical Specialist III	(vacant)		24/1	24/1	1,080,936.00	1,080,936.00	-			-
10	10	Medical Officer IV	Mercado, Oona A.	11/11/2021	23/1	23/1	960,036.00	960,036.00	-	23/2	974,484.00	2,007.00

APPENDIX "H" - PAGE 61

**PERSONNEL SCHEDULE
BUDGET YEAR 2024
Cagayan de Oro City**

GENERAL FUND

Appro. Ord. Number :		Title of Position	Name of Incumbent	Date of original appointment to this positions	Authorized Rate Per Annum 4th Tranche (Jan. - Dec. 2023)		Budget Year Per Annum 4th Tranche (Jan. - Dec. 2024)		Increase/ (Decrease) Amount	Step Increment		Increase Amount	Total Increase/ (Decrease) Amount		
Item No.	Old				New	Grade/ Step	Amount	Grade/ Step		Amount	Step			Amount	
									Amount			Amount			
66	67	Housing & Homesite Regulation Assistant	Libarnes, Maricelle G.	4/1/2011	8/5	245,616.00	8/5	245,616.00	-			-			
67	68	Administrative Aide III	Abejo, Harley Q.	10/1/2020	3/2	177,504.00	3/2	177,504.00	-			-			
68	69	Administrative Aide III	Aculla, Jenny Cris T.	10/1/2020	3/2	177,504.00	3/2	177,504.00	-			-			
69	70	Administrative Aide III	Cabigon, Lovejoy D.	10/1/2020	3/2	177,504.00	3/2	177,504.00	-			-			
70	71	Administrative Aide III	Acobo, Mark G.	10/1/2020	3/2	177,504.00	3/2	177,504.00	-			-			
71	72	Administrative Aide III	Sambaan, Annie R.	2/3/2021	3/1	176,136.00	3/1	176,136.00	-	3/2	177,504.00	1,246.00	1,246.00		
72	73	Administrative Aide III	Impoc, Bentilyn F.	10/1/2020	3/2	177,504.00	3/2	177,504.00	-			-			
73	74	Administrative Aide III	Pagaran, Frederick L.	10/1/2020	3/2	177,504.00	3/2	177,504.00	-			-			
SUB-TOTAL															
						30,376,092.00	-	30,336,552.00	(39,540.00)	-	8,424,204.00	46,922.00	7,382.00		
PROPOSED NEW POSITIONS:															
	75	Housing & Homesite Regulation Officer IV	(new)				19/1	616,284.00	616,284.00				616,284.00		
	76	Administrative Assistant I	(new)				7/1	223,440.00	223,440.00				223,440.00		
SUB-TOTAL															
								839,724.00	839,724.00	-			839,724.00		
TOTAL CITY HOUSING AND URBAN DEVELOPMENT DEPARTMENT								30,376,092.00	-	31,176,276.00	800,184.00	-	8,424,204.00	46,922.00	847,106.00
Dep't./Office : OFFICE OF THE CITY BUILDING OFFICIAL															
1	1	City Government Department Head II (City Building Official)	(vacant)				26/2	1,415,196.00	26/1	1,392,480.00	(22,716.00)		(22,716.00)		
2	2	City Government Assistant Department Head II (Assistant City Building Official)	Alocantara, Maria Concepcion A.	7/2/2018	24/2	1,098,576.00	24/2	1,098,576.00	-	24/3	1,116,516.00	8,922.00	8,922.00		
ADMINISTRATIVE SERVICES															
3	3	Supervising Administrative Officer Budget/Procurement/Logistics Section	Gabulan, Jeanette R.	11/5/2018	22/2	870,924.00	22/2	870,924.00	-	22/3	883,932.00	2,024.00	2,024.00		
4	4	Administrative Officer V	Cañada, Janet C.	4/5/2021	18/1	560,700.00	18/1	560,700.00	-	18/2	566,736.00	4,460.00	4,460.00		
5	5	Administrative Aide VI	(vacant)		6/2	212,256.00	6/1	210,836.00	(1,620.00)				(1,620.00)		
6	6	Administrative Aide III	Labaden, Bobby R.	3/16/2018	3/2	177,504.00	3/2	177,504.00	-	3/3	178,860.00	1,076.00	1,076.00		
7	7	Administrative Aide III	(vacant)		3/1	176,136.00	3/1	176,136.00	-				-		
8	8	Laborer I	Nacalaban, Shene A.	2/16/2000	1/8	165,360.00	1/8	165,360.00	-				-		
Information and Records Management															
9	9	Information Technology Officer I	Sabuga-a, Ma. Dereka M.	1/16/2019	19/2	625,152.00	19/2	625,152.00	-				-		
10	10	Administrative Officer I	Acabal, Renee Mae A.	11/2/2022	10/1	278,112.00	10/1	278,112.00	-				-		
11	11	Administrative Assistant III	Roncesvalles, Elizabeth S.	10/1/2019	9/2	256,656.00	9/2	256,656.00	-				-		
12	12	Administrative Assistant III	Cabala, Paul Jhon S.	11/16/2021	9/1	254,532.00	9/1	254,532.00	-	9/2	256,656.00	266.00	266.00		
13	13	Administrative Assistant I	Joville, Jimbroy A.	10/1/2021	7/1	223,440.00	7/1	223,440.00	-	7/2	225,156.00	429.00	429.00		

APPENDIX III - PAGE 02

PERSONNEL SCHEDULE
BUDGET YEAR 2024
Cagayan de Oro City

GENERAL FUND

Appro. Ord. Number :	Item No.	Title of Position	Name of Incumbent	Date of original appointment to this positions	Authorized Rate Per Annum 4th Tranche (Jan. - Dec. 2023)		Budget Year Per Annum 4th Tranche (Jan. - Dec. 2024)		Increase/ (Decrease) Amount	Step increment		Increase Amount	Total Increase/ (Decrease) Amount
					Grade/ Step	Amount	Grade/ Step	Amount		Grade/ Step	Amount		
					Old	New							
	14	Administrative Aide II	Anay, Jess Christopher M.	3/24/2022	2/1	165,828.00	2/1	165,828.00	-				-
		Human Resource Management Services											
	15	Administrative Officer IV	Behiga, Josephine C.	3/1/2022	15/1	439,428.00	15/1	439,428.00	-				-
	16	Administrative Aide IV	Epis, Marjorie T.	1/3/2023	4/1	187,032.00	4/1	187,032.00	-				-
	17	Administrative Aide II	Rubi, Mercy S.	2/25/2007	2/6	172,284.00	2/6	172,284.00	-				-
	18	Administrative Aide I	Dayoc, Ivy S.	1/3/2022	1/1	156,000.00	1/1	156,000.00	-				-
		Frontliner Services/Counter & Assessment											
	19	Electrician I	Romero, Reviliano P.	9/2/2008	4/6	194,316.00	4/6	194,316.00	-				-
	20	Administrative Aide I	(vacant)		1/2	157,308.00	1/1	156,000.00	(1,308.00)				(1,308.00)
	21	Laborer I	Golosino, Felicitas G.	10/3/2016	1/3	158,628.00	1/3	158,628.00	-				-
	22	Administrative Aide I	Pacamalan, Emelita G.	8/17/2020	1/2	157,308.00	1/2	157,308.00	-				-
		EVALUATION & PROCESSING DIVISION											
	23	Engineer IV	(vacant)		22/6	924,228.00	22/1	858,132.00	(66,096.00)				(66,096.00)
		Civil & Architecture/Sanitary & Plumbing Section											
	24	Engineer III	(vacant)		19/6	662,088.00	19/1	616,284.00	(45,804.00)				(45,804.00)
	25	Engineer III	Tadena, Helen N.	9/2/2008	19/6	662,088.00	19/6	662,088.00	-				-
	26	Architect III	Salazar, Lory Ann G.	8/16/2020	19/2	625,152.00	19/2	625,152.00	-				-
	27	Engineer II	Agusan, Terence V.	12/3/2018	16/2	481,056.00	16/2	481,056.00	-	16/3	486,108.00	394.00	394.00
	28	Engineer I	Magdua, Queenee Chilee P.	11/16/2021	12/1	349,980.00	12/1	349,980.00	-	12/2	353,388.00	426.00	426.00
	29	Engineer I	Fernandez, Ryan Jay P.	3/23/2022	12/1	349,980.00	12/1	349,980.00	-				-
	30	Building Inspector	Emtata, Leo S.	2/10/2016	11/3	330,876.00	11/3	330,876.00	-				-
	31	Building Inspector	Masayon, Maryjane B.	5/17/2021	11/1	324,000.00	11/1	324,000.00	-	11/2	327,408.00	2,126.00	2,126.00
	32	Building Inspector	(vacant)		11/1	324,000.00	11/1	324,000.00	-				-
		Mechanical & Electrical/Electronics Section											
	33	Engineer III	(vacant)		19/1	616,284.00	19/1	616,284.00	-				-
	34	Engineer II	Lim, Bertilo V.	1/3/2023	16/1	476,064.00	16/1	476,064.00	-				-
	35	Engineer I	(vacant)		12/2	353,388.00	12/1	349,980.00	(3,408.00)				(3,408.00)
		INSPECTION & ENFORCEMENT DIVISION											
	36	Engineer IV	Rodriguez, Ma. Rosanna D.	8/16/2018	22/2	870,924.00	22/2	870,924.00	-	22/3	883,932.00	4,896.00	4,896.00
		Civil & Architecture/Sanitary & Plumbing Section											
	37	Engineer III	Laya, Ian Michael S.	10/1/2019	19/2	625,152.00	19/2	625,152.00	-				-
	38	Engineer II	Salcedo, Danny P.	12/1/2020	16/2	481,056.00	16/2	481,056.00	-				-
	39	Architect II	Pobadora, Julie Ann V.	2/1/2021	16/1	476,064.00	16/1	476,064.00	-	16/2	481,056.00	4,576.00	4,576.00
	40	Engineer I	(vacant)		12/2	353,388.00	12/1	349,980.00	(3,408.00)				(3,408.00)

APPENDIX H / PAGE 68

**PERSONNEL SCHEDULE
BUDGET YEAR 2024
Cagayan de Oro City**

GENERAL FUND

Item No.	Appro. Ord. Number :		Title of Position	Name of Incumbent	Date of original appointment to this positions	Authorized Rate		Budget Year		Increase/ (Decrease)	Step increment		Increase	Total Increase/ (Decrease)				
	Old	New				Per Annum 4th Tranche (Jan. - Dec. 2023)		Per Annum 4th Tranche (Jan. - Dec. 2024)			Grade/ Step	Amount			Grade/ Step	Amount	Amount	Amount
						Grade/ Step	Amount	Grade/ Step	Amount									
41	41	Engineer I	Galaura, Jonathan C.	10/1/2021	12/1	349,980.00	12/1	349,980.00	-	12/2	353,388.00	852.00	852.00					
42	42	Architect I	Borgoños, Debra S.	1/3/2023	12/1	349,980.00	12/1	349,980.00	-				-					
43	43	Special Investigator I	Asis, Ramon Christopher T.	2/3/2020	11/2	327,408.00	11/2	327,408.00	-				-					
44	44	Building Inspector	Valledor, Lulji C.	6/16/2021	11/1	324,000.00	11/1	324,000.00	-	11/2	327,408.00	1,846.00	1,846.00					
45	45	Building Inspector	Nolasco, Keith Isaac Ericsson R.	1/3/2023	11/1	324,000.00	11/1	324,000.00	-				-					
46	46	Plumbing & Tinning Inspector I	Neri, Jean R.	5/19/2008	8/6	247,836.00	8/6	247,836.00	-				-					
47	47	Plumbing & Tinning Inspector I	Caalim, Romeo Jr. M.	8/16/2020	8/2	239,076.00	8/2	239,076.00	-				-					
Mechanical & Electrical/Electronics Section																		
48	48	Engineer II	Miquiabas, Christian Lear F.	7/1/2019	16/2	481,056.00	16/2	481,056.00	-				-					
49	49	Engineer I	(vacant)		12/2	353,388.00	12/1	349,980.00	(3,408.00)				(3,408.00)					
50	50	Electrical Inspector II	Madriaga, Rolando N.	1/8/1998	8/8	252,348.00	8/8	252,348.00	-				-					
51	51	Electrical Inspector II	Jabla, Referendum B.	8/1/2019	8/2	239,076.00	8/2	239,076.00	-				-					
52	52	Electrical Inspector II	Simbajon, Gabriel G.	1/11/2019	8/2	239,076.00	8/2	239,076.00	-				-					
53	53	Electrical Inspector II	Estepa, Jimmy L.	12/1/2020	8/2	239,076.00	8/2	239,076.00	-				-					
54	54	Engineering Assistant	Galve, Dhiel P.	7/23/2020	8/2	239,076.00	8/2	239,076.00	-				-					
BUILDING INVENTORY AND SAFETY DIVISION																		
55	55	Architect IV	Tan, John L.	3/6/2019	22/2	870,924.00	22/2	870,924.00	-				-					
56	56	Engineer III	Nave, Edwinilo Jr. G.	3/6/2019	19/2	625,152.00	19/2	625,152.00	-				-					
57	57	Engineer II	Magto, Liene A.	5/19/2008	16/6	501,648.00	16/6	501,648.00	-				-					
58	58	Engineer II	Magto, Luiten N.	5/23/2012	16/4	491,220.00	16/4	491,220.00	-	16/5	496,404.00	3,150.00	3,150.00					
59	59	Engineer II	Odi, Hans B.	8/16/2020	16/2	481,056.00	16/2	481,056.00	-				-					
60	60	Building Inspector	Derequito, Marc Xyryx P.	1/3/2019	11/2	327,408.00	11/2	327,408.00	-				-					
61	61	Electrical Inspector II	Taganahan, Edgardo M.	8/17/2020	8/2	239,076.00	8/2	239,076.00	-				-					
ELECTRO-MECHANICAL DIVISION																		
62	62	Engineer IV	(vacant)		22/1	858,132.00	22/1	858,132.00	-				-					
63	63	Engineer III	Lorono, Rico G.	11/2/2021	19/1	616,284.00	19/1	616,284.00	-	19/2	625,152.00	1,454.00	1,454.00					
64	64	Engineer II	Jandayan, Ernesto M.	1/3/2023	16/1	476,064.00	16/1	476,064.00	-				-					
65	65	Engineer II	Sinato, Remus B.	1/3/2023	16/1	476,064.00	16/1	476,064.00	-				-					
66	66	Engineer I	Supieza, Dondy Webber E.	11/2/2021	12/1	349,980.00	12/1	349,980.00	-	12/2	353,388.00	559.00	559.00					
67	67	Engineer I	Mabulay, Louise Lorraine C.	2/16/2023	12/1	349,980.00	12/1	349,980.00	-				-					
SUB-TOTAL						28,256,808.00	-	28,109,040.00	(147,768.00)	-	7,915,488.00	37,456.00	(110,312.00)					
PROPOSED NEW POSITIONS:																		
68	68	Engineer III	(new)				19/1	616,284.00	616,284.00				616,284.00					

APPENDIX "H" / PAGE 04

**PERSONNEL SCHEDULE
BUDGET YEAR 2024
Cagayan de Oro City**

GENERAL FUND

Item No.	Appro. Ord. Number :	Title of Position	Name of Incumbent	Date of original appointment to this positions	Authorized Rate		Budget Year		Increase/ (Decrease)	Step Increment		Total Increase/ (Decrease)						
					Per Annum 4th Tranche (Jan. - Dec. 2023)		Per Annum 4th Tranche (Jan. - Dec. 2024)			Amount	Step		Amount					
					Grade/ Step	Amount	Grade/ Step	Amount										
69		Administrative Aide III (Driver I)	(new)			3/1	176,136.00	176,136.00				176,136.00						
SUB-TOTAL					-		792,420.00		792,420.00		-							
TOTAL OFFICE OF THE CITY BUILDING OFFICIAL					28,256,808.00		-		28,901,460.00		644,652.00		7,915,488.00		37,458.00		682,108.00	
Dep't/Office : OFFICE OF THE CITY CIVIL REGISTRAR																		
1	1	City Government Department Head II (City Civil Registrar II)	(vacant)	1/30/2018	26/2		1,415,196.00	26/1	1,392,480.00	(22,716.00)			(22,716.00)					
2	2	City Government Assistant Department Head II (Assistant City Civil Registrar)	Guzman, Maribel S.	8/1/2018	24/2		1,098,576.00	24/2	1,098,576.00	-	24/3	1,116,516.00	7,475.00	7,475.00				
ADMINISTRATIVE DIVISION																		
3	3	Supervising Administrative Officer	Abris, Arlene B.	7/1/2020	22/2		870,924.00	22/2	870,924.00	-			-					
4	4	Administrative Officer IV	Gonzales, Jonalline L.	2/1/2021	15/1		439,428.00	15/1	439,428.00	-	15/2	443,964.00	4,158.00	4,158.00				
5	5	Administrative Assistant III	Eduarte, Pura F.	3/18/1997	9/8		269,796.00	9/8	269,796.00	-			-					
6	6	Administrative Aide IV	Lumacang, Mark Uriel G.	3/24/2022	4/1		187,032.00	4/1	187,032.00	-			-					
7	7	Administrative Aide IV	Acedo, Chezka Restie Mae A.	2/3/2020	4/2		188,472.00	4/2	188,472.00	-			-					
9	8	Administrative Aide III	Eduarte, Michael Nifio F.	12/2/2019	3/2		177,504.00	3/2	177,504.00	-			-					
8	9	Administrative Aide I	Comision, Angelita R.	11/2/2016	1/3		158,628.00	1/3	158,628.00	-			-					
MARRIAGE REGISTRATION DIVISION																		
10	10	Registration Officer IV	Akut, Aeneas Vicente C.	8/1/2020	22/2		870,924.00	22/2	870,924.00	-			-					
11	11	Registration Officer II	(vacant)		14/2		410,244.00	14/1	406,116.00	(4,128.00)			(4,128.00)					
12	12	Administrative Assistant III	Pabelic, Honorato Jr. L.	12/1/2020	9/2		256,656.00	9/2	256,656.00	-			-					
13	13	Assistant Registration Officer	Sabanal, Montano V D.	2/1/2021	8/1		236,928.00	8/1	236,928.00	-	8/2	239,076.00	1,969.00	1,969.00				
14	14	Administrative Aide IV	Sijub, Lalaina Benette R.	1/7/2011	4/5		192,852.00	4/5	192,852.00	-			-					
15	15	Administrative Aide II	Montesa, Rhea L.	10/19/2012	2/4		169,680.00	2/4	169,680.00	-	2/5	170,976.00	262.00	262.00				
BIRTH REGISTRATION DIVISION																		
16	16	Registration Officer IV	Lee, Perle Joy T.	11/16/2017	22/3		883,932.00	22/3	883,932.00	-			-					
17	17	Registration Officer II	Echem, Roxan L.	11/2/2021	14/1		406,116.00	14/1	406,116.00	-	14/2	410,244.00	677.00	677.00				
18	18	Registration Officer II	Puza, Agar W.	1/2/2020	14/2		410,244.00	14/2	410,244.00	-			-					
19	19	Administrative Assistant III	Monta, Shirleen J.	1/16/2023	9/2		256,656.00	9/1	254,532.00	(2,124.00)			(2,124.00)					
20	20	Assistant Registration Officer	Hitosis, Ritchie Jr. B.	4/3/2023	8/1		236,928.00	8/1	236,928.00	-			-					
21	21	Administrative Aide IV	Yañez, Leendli James A.	5/3/2021	4/1		187,032.00	4/1	187,032.00	-	4/2	188,472.00	953.00	953.00				
22	22	Administrative Aide II	Quinto, Medilyn R.	8/17/2016	2/3		168,384.00	2/3	168,384.00	-			-					
23	23	Administrative Aide II	Rai, Loriza A.	12/1/2011	2/5		170,976.00	2/5	170,976.00	-			-					

APPENDIX "H" / PAGE 63



cagayan de Oro



Republic of the Philippines
CITY OF CAGAYAN DE ORO
OFFICE OF THE CITY COUNCIL

www.cdeocitycouncil.com



Communication Number:

Date:

Receiver:

FROM: Committee on Finance, Budget and Appropriations

SUBJECT: PROPOSED ORDINANCE APPROPRIATING THE SUM OF ₱215,323.44 FROM THE ITEM: "NON-OFFICE: GENERAL PUBLIC SERVICES SECTOR-TERMINAL LEAVE BENEFITS/ MONETIZATION OF EARNED LEAVE (EARMARKED FOR MR. RICHARD ANTONIO A. GUZMAN, FORMER NURSE III OF THE OFFICE OF THE CITY HEALTH OFFICER)" IN THE 2024 ANNUAL BUDGET TO BE MADE AVAILABLE FOR THE PAYMENT OF THE TERMINAL LEAVE PAY OF MR. DIVINO D. SOLDEVILLA, FORMER BARANGAY HEALTH AIDE OF THE SAID OFFICE, WHO RETIRED FROM THE PUBLIC SERVICE EFFECTIVE DECEMBER 5, 2023.

Respectfully referred to **COMMITTEE ON LAWS AND RULES** the herein communication for study, investigation, report and/or recommendation.

ARTURO S. DE SAN MIGUEL
City Council Secretary


COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: October 7, 2024

RECOMMENDING APPROVAL AND INCLUSION IN THE CALENDAR OF BUSINESS IN THE NEXT REGULAR SESSION

Respectfully submitted:


HON. EDGAR S. CABANLAS
CITY COUNCILOR
Chairperson


HON. ROMEO V. CALIZO
CITY COUNCILOR
Vice Chairperson

HON. GEORGE S. GOKING
CITY COUNCILOR
Member


HON. ROGER G. ABADAY
CITY COUNCILOR
Member


HON. JOYLEEN MARCEDES L. BALABA
CITY COUNCILOR
Member

EX-OFFICIO MEMBERS


HON. JOCELYN T. RODRIGUEZ
CITY VICE MAYOR
Presiding Officer

HON. EDGAR S. CABANLAS
CITY COUNCILOR
Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS
CITY COUNCILOR
Minority Floor Leader

DISSENTING



Communication Number: 2024-2990

Date: 10/02/2024
 Receiver: gil

From: CMO
 Subject: REQUESTING AUTHORITY TO CHARGE AGAINST CURRENT APPROPRIATION, ANNUAL BUDGET CY 2024, "NON-OFFICE: GENERAL PUBLIC SERVICES- TERMINAL LEAVE BENEFITS" AMOUNTING TO P215,323.44, EARMARKED FOR THE BUDGET INTENDED FOR MR. RICHARD ANTONIO A. GUZMAN, FORMER NURSE III, OF THE CITY HEALTH OFFICE, THIS CITY, WHO OPTED TO RETIRE AND ALREADY CLAIMED HIS RETIREMENT BENEFIT LAST DECEMBER 2023. AS SUCH, PART OF MR. GUZMAN'S TERMINAL LEAVE APPROPRIATION SHALL BE UTILIZED TO COVER PAYMENT FOR THE TERMINAL LEAVE PAY OF MR. DIVINO D. SOLDEVILLA, FORMER BARANGAY HEALTH AID, OF THE CITY HEALTH OFFICE, WHO RETIRED FROM THE GOVERNMENT SERVICE EFFECTIVE DECEMBER 5, 2023.

Respectfully referred to COMMITTEE ON FINANCE, BUDGET AND APPROPRIATIONS the herein communication for study, investigation, report and/or recommendation.

(Signature)
 ARTURO S. DE SAN MIGUEL
 City Council Secretary

COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: October 7, 2024

(Signature)
 RECOMMENDING APPROVAL

(Signature)
 HON. YAN LAM S. LIM
 Chairperson

(Signature)
 HON. JOYLEEN MERCEDES L. BALABA
 Vice Chairperson

(Signature)
 HON. ROMEO V. CALIZO
 Member

(Signature)
 HON. EDGAR S. CABANLAS
 Member

(Signature)
 HON. KENNETH JOHN D. SACALA
 Member

Member

Member

EX-OFFICIO MEMBERS

HON. EDGAR S. CABANLAS
 Majority Floor Leader

(Signature)
 HON. CHRISTIAN RUSTICO M. ACHAS
 Minority Floor Leader

(Signature)
 HON. JOCELYN E. RODRIGUEZ
 City Vice Mayor



1st Indorsement
20 September 2024

Respectfully transmitted to **The Honorable Members of the City Council** through **City Vice Mayor JOCELYN B. RODRIGUEZ**, the attached Certificate of Availability of Funds No. 282- 2024, to wit:

re: "REQUESTING AUTHORITY TO CHARGE AGAINST CURRENT APPROPRIATION, ANNUAL BUDGET CY 2024, "NON-OFFICE: GENERAL PUBLIC SERVICES- TERMINAL LEAVE BENEFITS" AMOUNTING TO ₱215,323.44, EARMARKED FOR THE BUDGET INTENDED FOR MR. RICHARD ANTONIO A. GUZMAN, FORMER NURSE III, OF THE CITY HEALTH OFFICE, THIS CITY, WHO OPTED TO RETIRE AND ALREADY CLAIMED HIS RETIREMENT BENEFIT LAST DECEMBER 2023. AS SUCH, PART OF MR. GUZMAN'S TERMINAL LEAVE APPROPRIATION SHALL BE UTILIZED TO COVER PAYMENT FOR THE TERMINAL LEAVE PAY OF MR. DIVINO D. SOLDEVILA, FORMER BARANGAY HEALTH AIDE, OF THE CITY HEALTH OFFICE, WHO RETIRED FROM THE GOVERNMENT SERVICE EFFECTIVE DECEMBER 5, 2023."

Thus, we are requesting inclusion in the agenda of the forthcoming City Council Session, for passage of appropriate Ordinance.

Republic of the Philippines City of Cagayan de Oro OFFICE OF THE CITY COUNCIL	
DATE RECEIVED: 9/11/24 Cable	TIME: 9:37
EY: _____ Com. No. _____	
ACTION TAKEN	
Refer To Appropriation Code	
Date: _____	
_____ DE SAN MIGUEL City Council Secretary	
REMARKS	

ROLANDO "RIVERA" A. UY
City Mayor




1670

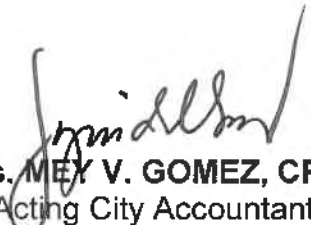


CERTIFICATION

THIS IS TO CERTIFY that the amount of ₱215,323.44 from Current Appropriation, Annual Budget CY 2024, Non Office: General Public Services – Terminal Leave Benefits, to cover payment for the Terminal Leave Pay of Mr. Divino D. Soldevilla, former Barangay Health Aide, of the Office of the City Health Officer, this City, who retired from the government service effective December 5, 2023, earmarked for the budget intended for Mr. Richard Antonio A. Guzman, former Nurse III, of same office, who executed a waiver in favor of Mr. Soldevilla, is available.

Issued this 11th day of September 2024, pursuant to Local Finance Committee Resolution No. 150 - 2024.


Ms. JASMIN T. MAAGAD
City Treasurer
City Finance Dept.


Ms. MEY V. GOMEZ, CPA
Acting City Accountant
City Accounting Office

Existence of available appropriation:

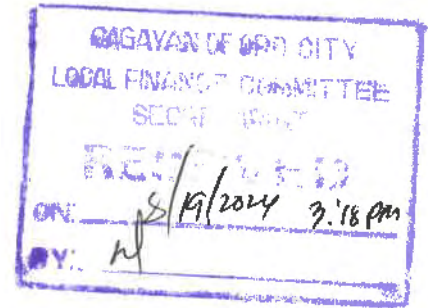

Ms. ROXANNE MAE RAVIDAS, CPA
Acting City Budget Officer
Chairperson, Local Finance Committee
CAF - 282 - 2024



(8)

August 8, 2024

ROXANNE MAE A. RAVIDAS
Acting Budget Officer
Chairman, Local Finance Committee
City Hall, Cagayan de Oro City



Madam:

The City Health Office would like to request a budget appropriation for unclaimed Terminal Leave pay of Mr. Divino D. Soldevilla, Barangay Health Aide (BHA), who retired from service effective December 5, 2023, amounting to Two Hundred Fifteen Thousand Three Hundred Twenty-Three Pesos & 44/100 (P215,323.44) to be charge against Terminal Leave Appropriation of Mr. Richard Antonio Guzman who retired from service effective July 2023 and claimed his benefits last December 2023.

Basic Salary - P17,453.00
Earned Leave 256.325 days

Thank you very much.


RACHEL D. DILLA, RN, MD, CFP
City Health Office III
Department Manager 



Hayes Street
Cagayan de Oro City, Philippines
www.cagayandero.gov.ph
Telephone Number: +83 88 882-3199, Email: cdcohealthoffice@gmail.com



Certification of Leave Credits

TO WHOM IT MAY CONCERN :

THIS IS TO CERTIFY that Mr. **DIVINO DUCTO SOLDEVILLA, Barangay Health Aide**, formerly assigned at the **City Health Department**, City Government of Cagayan de Oro, has earned the following leave credits as of **December 5, 2023** :

<u>Vacation Leave</u>	<u>Sick Leave</u>	<u>Total</u>
29.951*	226.374	256.325

This certification is issued upon request of the above-named person for the purpose of Terminal Leave processing only.

Issued this 3rd day of January 2024 at Cagayan de Oro City.

Digitally signed
 by Xsyclyn Faith
 Lumbatan
 Date: 2024.01.03
 10:26:41 +08'00'

XSYCLYN FAITH B. LUMBATAN

HRMO - Officer In Charge
 City Human Resource Mg't. Dep't.
 (Designation)

**Balance may have been reduced due to forfeited Forced Leave*



CLEARANCE FORM

(Instructions at the back)

I PURPOSE					
August 24, 2023 Date of Application					
TO LOCAL GOV'T. UNIT					
I hereby apply for clearance from money, property and work-related accountabilities for:					
Purpose: <input type="checkbox"/> Transfer <input type="checkbox"/> Resignation <input type="checkbox"/> Other Mode of Separation:					
<input checked="" type="checkbox"/> Retirement <input type="checkbox"/> Leave Please Specify :					
Effectivity/Inclusive Period: December 04, 2023					
Office of Assignment: CITY HEALTH OFFICE Position/SG/Step: Barangay Health Aide G-4/8			DIVINO D. SOLDEVILLA Name and Signature of Employee		
II CLEARANCE FROM WORK-RELATED ACCOUNTABILITIES					
We hereby certify that this applicant is cleared of work-related accountabilities from this Unit/Office/Dept. :					
<i>Evelyn Verónica S. Bombo</i> EVELYN VERONICA S. BOMBEO Administrative Officer III			<i>Rachel Daba-Dilla</i> RACHEL DABA-DILLA, RN, MD, CFP City Health Officer III		
III CLEARANCE FROM MONEY AND PROPERTY ACCOUNTABILITIES					
Name of Unit/Office/Department		Cleared	Not Cleared	Name of Clearing Officer/Official	Signature
1 Administration Sector					
a. Supply and Property Procurement and Management Service					
b. Human Resource Welfare & Assistance					
c. Agency-accredited Union/Cooperative				ELDIE S. DAAYATA CHEMCO-CHAIRPERSON	<i>[Signature]</i>
2					
a. Legal Office Library					
b. Library Services				LORETA A. DELOSOS Asst. Dept. Head II	<i>[Signature]</i>
3 Finance and Assets Management					
a. Financial Services				JASMIN T. MAAGAL City Treasurer	<i>[Signature]</i>
b. Transaction, Processing & Billing Services				ROKANNE MAE A. RAVIDAS, CPA ACTING CITY BUDGET OFFICER	<i>[Signature]</i>
c. Payroll & Remittance Services				MEY V. GOMEZ, CPA ACTING CITY ACCOUNTANT	<i>[Signature]</i>
4 Professional and Institutional Development					
a. Scholarship Services					MELILANI S. GOMEZ, CPA ACTING ASSISTANT ACCOUNTANT
IV CERTIFICATION OF NO PENDING ADMINISTRATIVE CASE:					
a. Internal Affairs Office/Legal Affairs Office				ATTY. KIRSTEN KATE F. CALVO Attorney IV	<i>[Signature]</i>
<input type="checkbox"/> with pending administrative case <input type="checkbox"/> with ongoing investigation (no formal charge yet)					
V CERTIFICATION					
ROLANDO A. UY City Mayor			ASH ADVANCE MISALLOWANCE REFUND DISPENSATION		

1. Payroll
2. Professional and In
3. Discharge
4. Journal

INSTRUCTIONS:

IV CERTIFICATE

1. Employees who are retiring, being separated, transferring to other agencies, leaving the Philippines and going on maternity leave of absence shall prepare this form in quadruplicate.
2. This clearance should be duly accomplished before paying the last salary or any money due the employees. (Specify which type of clearance: maternity leave, retirement, transfer, etc.)
3. If the employees are cleared from a unit/office/department, the clearing/authorized official may attach to this clearance the pertinent document/s that shall prove that the employees are cleared of any obligation or accountability from their office, if any, and tick the box under the "Cleared" column before affixing their signatures.
4. If the employees appear to have uncleared accountability/ies from a unit/office/department, the clearing/authorized official shall attach to this clearance the pertinent document/s that shall prove that the employees have remaining obligation or accountability from their office further indicating the necessary action/s that the employee must satisfy in order to be cleared and tick the box under the "Uncleared" column. The clearing/authorized official must only sign this clearance corresponding to their name once the employee have complied the necessary requirements and cleared of all the obligation/s and accountability/ies from their office. They must also tick the box under the "Cleared" column.
5. The HRMO shall distribute copies of approved clearance as follows: original to the employees; duplicate to be attached to the payroll or voucher; triplicate to human resource unit file; and fourth copy to accounting/auditing office.
6. Processing of clearance certificate shall follow the order of number indicated.

Handwritten notes and signatures at the bottom left corner, including dates like '12/2010' and names like 'EP P'.



cagayan
de Oro



Republic of the Philippines
CITY OF CAGAYAN DE ORO
OFFICE OF THE CITY COUNCIL
www.cdeocitycouncil.com



Communication Number:

Date:

FROM:

Committee on Health, Nutrition and Health Insurance

Receiver:

SUBJECT:

PROPOSED ORDINANCE AUTHORIZING CITY MAYOR ROLANDO A. UY, REPRESENTING THE CITY GOVERNMENT OF CAGAYAN DE ORO (DONEE), TO SIGN THE DEED OF DONATION THE DEPARTMENT OF HEALTH-CENTER FOR HEALTH DEVELOPMENT NORTHERN MINDANAO (DOH CHDNM) (DONOR), REPRESENTED BY ITS DIRECTOR IV, SULPICIO HENRY M. LEGASPI, JR., MD, MPH, FPSMS, CESO IV, COVERING THE LATTER'S DONATION OF ONE (1) UNIT LAND AMBULANCE INCLUDING EQUIPMENT AMOUNTING TO ₱2,500,000.00, UNDER THE TERMS AND CONDITIONS STIPULATED THEREIN.

Respectfully referred to **COMMITTEE ON LAWS AND RULES** the herein communication for study, investigation, report and/or recommendation.

ARTURO S. DE SAN MIGUEL
City Council Secretary


COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: October 7, 2024

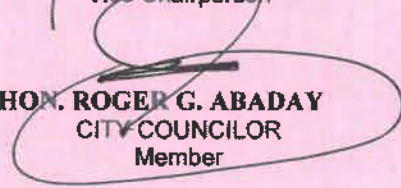
RECOMMENDING APPROVAL AND INCLUSION IN THE CALENDAR OF BUSINESS IN THE NEXT REGULAR SESSION

Respectfully submitted:


HON. EDGAR S. CABANLAS
CITY COUNCILOR
Chairperson


HON. ROMEO V. CALIZO
CITY COUNCILOR
Vice Chairperson

HON. GEORGE S. GOKING
CITY COUNCILOR
Member


HON. ROGER G. ABADAY
CITY COUNCILOR
Member


HON. JOYLEEN MERCEDES L. BALABA
CITY COUNCILOR
Member

EX-OFFICIO MEMBERS


HON. JOCELY B. RODRIGUEZ
CITY VICE MAYOR
Presiding Officer

HON. EDGAR S. CABANLAS
CITY COUNCILOR
Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS
CITY COUNCILOR
Minority Floor Leader

DISSENTING



Communication Number: 2024-2975

Date: 09/26/2024

Receiver: gil

From: CMO

Subject: REQUEST FOR AN ORDINANCE AUTHORIZING THE HONORABLE CITY MAYOR ROLANDO A. UY, REPRESENTING THE CITY GOVERNMENT OF CAGAYAN DE ORO, AS DONEE, TO ENTER INTO AND SIGN THE DEED OF DONATION WITH THE DEPARTMENT OF HEALTH, AS DONOR, REPRESENTED BY ITS DIRECTOR IV, SULPICIO HENRY M. LEGASPI, JR., MD, MPH, FPSMS, CESO IV, COVERING ONE (1) UNIT LAND AMBULANCE INCLUDING EQUIPMENT AMOUNTING TO P2,500,000.00, UNDER THE TERMS AND CONDITIONS STIPULATED THEREIN.

Respectfully referred to COMMITTEE ON HEALTH, NUTRITION & HEALTH INSURANCE the herein communication for study, investigation, report and/or recommendation.

[Signature]
ARTURO S. DE SAN MIGUEL
 City Council Secretary

COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: *October 1, 2024*

Recommending Approval

[Signature]
HON. MARIA LOURDES S. GAANE

Chairperson

[Signature]
HON. JOYLEEN MERCEDES L. BALABA

Vice Chairperson

[Signature]
HON. SUZETTE G. MAGTAJAS-DABA

Member

[Signature]
HON. GEORGE S. GOKING

Member

[Signature]
HON. IMEE ROSE P. MORENO

Member

[Signature]
HON. JAY R. PASCUAL

Member

[Signature]
HON. YEVONNA YACINE B. EMANO

Member

EX-OFFICIO MEMBERS

[Signature]
HON. EDGAR S. CABANLAS

Majority Floor Leader

[Signature]
HON. CHRISTIAN RUSTICO M. ACHAS

Minority Floor Leader

[Signature]
HON. JOCELYN B. RODRIGUEZ

City Vice Mayor

DISSENTING



16 September 2024

**THE HONORABLE PRESIDING OFFICER and
THE HONORABLE MEMBERS OF THE SANGGUNIANG PANLUNGSOD,**
This City

SUBJECT: REQUEST FOR AN ORDINANCE AUTHORIZING THE HONORABLE CITY MAYOR ROLANDO A. UY, REPRESENTING THE CITY GOVERNMENT OF CAGAYAN DE ORO, AS DONEE, TO ENTER INTO AND SIGN THE DEED OF DONATION WITH THE DEPARTMENT OF HEALTH, AS DONOR, REPRESENTED BY ITS DIRECTOR IV, SULPICIO HENRY M. LEGASPI, JR., MD, MPH, FPSMS, CESO IV, COVERING ONE (1) UNIT LAND AMBULANCE INCLUDING EQUIPMENT AMOUNTING TO ₱2,500,000.00, UNDER THE TERMS AND CONDITIONS STIPULATED THEREIN

LADIES AND GENTLEMEN:

This pertains to the DEED OF DONATION to be entered into by and between the *City Government of Cagayan de Oro, represented by Hon. Rolando "Klarex" A. Uy (Donee) through the City Health Office (CHO) and the Department of Health - Center for Health Development Northern Mindanao (DOH-CHDNM), represented by its Director IV, Sulpicio Henry M. Legaspi, Jr., MD, MPH, FPSMS, CESO IV (Donor),* whereby the Donor donates one (1) unit land ambulance including the equipment therein, and the Donee accepts the donation, subject to pertinent laws, and government accounting and auditing, rules and regulations.

As partners of the Department of Health (DOH) in implementing health programs and in delivering quality health services, the provision of said ambulance to the City Government of Cagayan de Oro through the City Health Office, shall enhance the functionality of the health system and improve the delivery of quality health care. Moreover, the above-mentioned Deed of Donation has been thoroughly reviewed by the City Legal Office, which interposes no objection thereto.¹

For this reason, I am respectfully requesting the appropriate action of the Honorable Body, authorizing the undersigned to sign the DEED OF DONATION to be entered into by and between the City Government of Cagayan de Oro and the Department of Health – Center for Health Development Northern Mindanao (DOH-CHDNM).

Hoping for your favorable and prompt response to this request.

Thank you.

Truly yours,

ROLANDO *Klarex* A. UY
City Mayor

K

City of Cagayan de Oro
OFFICE OF THE CITY COMPTROLLER

RECEIVED: 9/26/2024 Time: 9:24 AM
By: *gil moyp* City Comptroller

ACTION TAKEN
Refer to Health Center

Date: _____
City Comptroller Secretary

REMARKS: ✓

¹ Please see herein-attached legal opinion dated 16 September 2024 for your reference.



16 September 2024

DR. RACHEL D. DILLA
City Health Officer
City Health Office
Cagayan de Oro City

Dear Dr. Dilla:

Greetings!

This pertains to the **DEED OF DONATION** to be entered into by and between the *Department of Health – Center for Health Development Northern Mindanao (DOH-CHDNM)*, represented by its Director IV, *Sulpicio Henry M. Legaspi, Jr., MD, MPH, FPSMS, CESO IV (Donor)* and the *City Government of Cagayan de Oro*, represented by *Hon. Rolando “Klarex” A. Uy (Donee)* through the *City Health Office (CHO)*, whereby the Donor donates **ONE (1) UNIT LAND AMBULANCE INCLUDING THE EQUIPMENT THEREIN**, and the Donee accepts the donation, subject to pertinent laws, and government accounting and auditing, rules and regulations.

In this connection, kindly be informed that this Office has thoroughly reviewed and **revised** the above-mentioned document, and finds the same to be in legal order, and thereby poses no legal objection thereto.

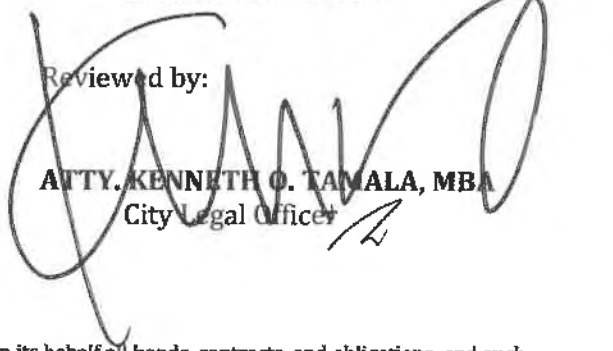
Thus, this Office recommends that the *Deed of Donation* be duly forwarded to the Honorable Members of the City Council for their favorable consideration, with a request for an **Ordinance** with an authority for the City Mayor to sign the said document, pursuant to Sec. 455 (1) (vi)¹ of the Local Government Code.

For your guidance and information.

Prepared by:


ATTY. IZELLE FELICE M. FUENTES
Executive Assistant V

Reviewed by:


ATTY. KENNETH O. TAMALA, MBA
City Legal Officer

¹ Sec. 455. Chief Executive: Powers, Duties and Compensation –

(vi) Represent the city in all its business transactions and sign in its behalf all bonds, contracts, and obligations, and such other documents upon authority of the *sangguniang panglungsod* or pursuant to law or ordinance;

DEED OF DONATION

KNOWN ALL MEN BY THESE PRESENTS:

This Deed of Donation is entered into by and between:

DEPARTMENT OF HEALTH CENTER FOR HEALTH DEVELOPMENT NORTHERN MINDANAO, a National Government Entity duly organized and existing under the laws of the Republic of the Philippines, hereinafter referred to as "DOH CHDNM", with office address at J. Serifa St, Cagayan de Oro, Misamis Oriental, Philippines, herein represented by its Director IV, **SULPICIO HENRY M. LEGASPI, JR., MD, MPH, FPSMS, CESO IV**, herein after referred to as the Donor;

In favour of

The **LOCAL GOVERNMENT UNIT OF CAGAYAN DE ORO CITY**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with office address at Barangay 1, Cagayan de Oro City, Misamis Oriental, herein represented by its city mayor **HON. ROLANDO A. UY**, as the **DONEE**.

WITNESSETH

WHEREAS, the State recognizes its mandate to provide equitable and accessible quality healthcare for all Filipinos;

WHEREAS, "Boosting Universal Health Care via *FOURmula One for Health Plus (or F1+)*" envisions quality health care to be more accessible to the poor and vulnerable population by ensuring the availability of functional health care facilities;

WHEREAS, the Health Facilities Enhancement Program (HFEP) aims to improve the delivery of health services through the upgrading of health facilities and provision of motor vehicle in order to make them more responsive to the health needs of the population;

WHEREAS, the provision of ambulance shall contribute to the functionality of the health system and the delivery of quality health care;

WHEREAS, local government units are partners of the DOH in implementing health programs and in delivering quality health services;

NOW, THEREFORE, in consideration of the foregoing premises and subject to the conditions stipulated hereunder, the Department of Health Center for Health Development Northern Mindanao (DOH CHDNM) hereby donates to the Cagayan de Oro City Health Office, through the local government unit (LGU) of Cagayan de Oro City, Misamis Oriental, one (1) unit Land Ambulance including the equipment therein amounting to 2,500,000.00 pesos per unit, with the following specifications:

Brand	: <u>Nissan</u>
Model	: <u>Nissan NV350</u>
Color	: <u>Alpine White</u>
Chassis No.	: <u>JN1C4E26Z0050162</u>
Engine No.	: <u>YD25125388E</u>
Conduction Sticker No.	: <u>F8Y362</u>
Property Transfer Receipt (PTR) No.	: <u>HFEP-24-04-AMBU-005(MGTC)</u>

The Donee accepts the donation and undertakes to:

1. Ensure that the ambulance is properly classified and recorded in the books of assets of the LGU or health facility;
2. Ensure that within six (6) months upon receipt of the ambulance, said ambulance is licensed in its name and at its own expense, in accordance with the DOH Administrative Order regarding the Rules and Regulations Governing the Licensure of Land Ambulances and Ambulance Service Providers;

JESSELE B. JANSO, RN, MAN, PhD
DMO V - CDO/DO Cagayan de Oro

RACHEL D. DILLA, RN, MD, CFP
City Health Officer

HON. ROLANDO A. UY
City Mayor

SULPICIO HENRY M. LEGASPI, JR., MD, MPH, FPSMS, CESO IV
Director IV

3. Ensure the availability of health personnel, supplies, and other operational expenses necessary for the operation and maintenance of the ambulance and the equipment therein;
4. Ensure that the ambulance is utilized in accordance with the definition and standards provided in the abovementioned DOH Administrative Order;
5. Ensure the rational use of the ambulance within the municipality or locality to maximize its benefit to the residents needing ambulance service;
6. Apply for the renewal of the ambulance vehicle registration with the Land Transportation Office (LTO) after three years (3) using its own resources. The Donee may transfer the vehicle registration under its name;
7. Designate the Municipal Health Officer (MHO)/ City Health Officer (CHO)/ Provincial Health Officer (PHO), as applicable, as the focal person who will be coordinating with the DOH CHDNM office for purposes of program monitoring and evaluation; and
8. Guaranty that no alteration on the ambulance existing signs and markings shall be made and, subject to regulatory rules and regulations, additional markings which may be made shall be limited to the name of the barangay/municipality/city/province where the ambulance shall be operated.

The Donor reserves the right to revoke this Deed of Donation in case any of the aforesaid conditions are not faithfully complied with by the Donee. In case this Deed of Donation is revoked, the Donee shall surrender the possession of the ambulance, including all its accessories and the equipment, to the Donor within fifteen (15) working days from receipt of the Notice of Revocation. Ownership of the said ambulance and equipment shall then vest to the Donor effective upon receipt by the Donee of the Notice of Revocation.

IN WITNESS WHEREOF, the Parties hereunder set their hands this _____ in _____.

DONOR:

DEPARTMENT OF HEALTH CENTER FOR HEALTH DEVELOPMENT NORTHERN MINDANAO

By:

DONEE:

LOCAL GOVERNMENT UNIT OF CAGAYAN DE ORO CITY, MISAMIS ORIENTAL

By:

SULPICIO HENRY M. LEGASPI, JR., MD, MPH, FPSMS, CESO IV
Director IV

HON. ROLANDO A. UY
Municipal Mayor

WITNESS/ES

JESSELE B. JANTOSO, RN, MAN, PhD
DMO V – CDOHO Cagayan de Oro

RACHEL D. DILLA, RN, MD, CFP
Municipal Health Officer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Cagayan de Oro City) S. S.

BEFORE ME, personally appeared the following persons:

Name	Competent Proof of Identity	Date/Place Issued
SULPICIO HENRY M. LEGASPI, JR., MD, MPH, FPSMS, CESO IV Director IV	PRC no. 0068965	Date Issued: March 6, 1990 Place Issued: Cagayan de Oro City
HON. ROLANDO A. UY City Mayor		

Personally known to me be the same persons who executed the foregoing Deed of Donation for and on behalf of the entities represented herein, and they acknowledged to me that the same is their free and voluntary act and deed as well as that on the principals represented herein.

I hereby certify that this document, consisting of two (2) pages including this page on which this acknowledgment is written, has been signed by the Parties and their instrumental witnesses at the foot thereof and on each and every page of this Deed of Donation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ at _____, Philippines.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2024.



**REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE**

Field Office **NEW REGISTRATION UNIT**

Office Code **1301**

Date **06/19/2024**

CERTIFICATE OF REGISTRATION

PLATE NO. SND 3503	ENGINE NO. YD25125388B	CHASSIS NO. JN1LC4E26Z005016Z	VIN JN1LC4E26Z005016Z
FILE NO. 130124002044613	VEHICLE TYPE UTILITY VEHICLE	VEHICLE CATEGORY N1	MAKE/BRAND NISSAN
PASSENGER CAPACITY 3	COLOR ALPINE WHITE	TYPE OF FUEL DIESEL	CLASSIFICATION GOVERNMENT - (GOVT)
VEHICLE TYPE VAN	SERIES NISSAN URVAN 2.5 CARGO MT	GROSS WEIGHT 3300	NET WEIGHT N/A
YEAR MODEL (New/Used/Imported/OSU) 2024	YEAR REBUILT (For Rebuilt MVs) N/A	PISTON DISPLACEMENT 2488	MAX POWER (kW) (For motor vehicle) N/A

OWNER'S NAME

DOH-CENTER FOR HEALTH DEVT NORTHERN MINDANAO

OWNER'S ADDRESS

J SERINA ST., CARMEN, CAGAYAN DE ORO CITY (CAPITAL), MISAMIS ORIENTAL, 9000

ENCUMBERED TO

N/A

DETAILS OF FIRST REGISTRATION

O.R. NO.

1301-000000111246

O.R. DATE

06/18/2024

AMOUNT

PHP 7,230.00

REMARKS

REGISTRANT'S SIGNATURE

BY:

ROQUE I VERZOSA III

ATTY. VIGOR D. MENDOZA II

Assistant Secretary

NOTE

This is a computer generated form certifying that the motor vehicle described herein is duly registered. This certificate is VALID only when signed by authorized LTO Officials, properly sealed and accompanied by Official Receipt as proof of payment. Any unauthorized erasure or alteration hereon will invalidate this document.



CR No. 0051046725



Republic of the Philippines
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE
 2ND FL. LTO-NCR BLDG. NO. 213, ARANETA
 AVENUE BRGY. STO. DOMINGO Q.C.



Field Office: NEW REGISTRATION UNIT
 Office Code: 1301

TIN: 000865491001
 Date: 06/18/2024 5:22 PM

OFFICIAL RECEIPT 1301-000000111246



RECEIVED FROM
DOH-CENTER FOR HEALTH DEVT NORTHERN MINDANAO,
C-24-0385293
 ADDRESS (No. Street, Barangay, Municipality, Zip Code, Province)
J Serina St., Carmen, Cagayan De Oro City (Capital), 9000,
Misamis Oriental

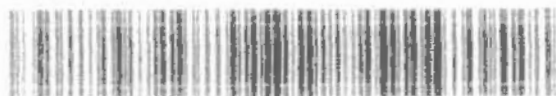
TIN / Tax Identification Number: LTO Client ID / LTO BUSINESS ID
C-24-0385293

PAYMENT DETAILS		BREAKDOWN OF PAYMENT	
Transaction No:	MAIRD-SAR-20240613-385680	Cost of plate	PHP 450.00
Plate No:	SND 3503	MYUC	PHP 5,720.00
File No:	130124002044613	Transfer Fee	PHP 50.00
Classification:	Government - (Gov't)	Legal Research Fee	PHP 10.00
Vehicle Type:	Utility Vehicle (VAN)		
Fuel Type:	Diesel		
Alcon. Type:	R134a		
Color:	ALPINE WHITE		
Year Model:	2024		
		This payment is valid until 03/2027 and due for renewal on 03/22/2027 - 03/31/2027	

TOTAL AMOUNT PAID: PHP 7,230.00
AMOUNT IN WORDS: SEVEN THOUSAND TWO HUNDRED THIRTY PESOS

MODE OF PAYMENT: Online Bank Online
 LOCATION:

This is a system generated Official Receipt. No Signatures needed.





cagayan
de oro



Republic of the Philippines
CITY OF CAGAYAN DE ORO
OFFICE OF THE CITY COUNCIL

www.cdeocitycouncil.com



Communication Number:

Date:

Receiver:

FROM: Committee on Health, Nutrition and Health Insurance

SUBJECT: PROPOSED ORDINANCE AUTHORIZING THE HONORABLE CITY MAYOR ROLANDO A. UY, REPRESENTING THE CITY GOVERNMENT OF CAGAYAN DE ORO, TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) WITH THE COMMISSION ON HUMAN RIGHTS (CHR), REPRESENTED BY ITS REGIONAL DIRECTOR, ATTY. JEANNE IVY ABRINA, COVERING THE COLLABORATION OF THE PARTIES IN THE ESTABLISHMENT, DEVELOPMENT, STRENGTHENING AND CONTINUOUS OPERATIONALIZATION OF A CENTER FOR HUMAN RIGHTS EDUCATION (CHRE) THROUGH THE CITY COLLEGE OF CAGAYAN DE ORO, UNDER THE TERMS AND CONDITIONS STIPULATED THEREIN.

Respectfully referred to **COMMITTEE ON LAWS AND RULES** the herein communication for study, investigation, report and/or recommendation.

ARTURO S. DE SAN MIGUEL


City Council Secretary


COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: October 7, 2024

RECOMMENDING APPROVAL AND INCLUSION IN THE CALENDAR OF BUSINESS IN THE NEXT REGULAR SESSION

Respectfully submitted:


HON. EDGAR S. CABANLAS
CITY COUNCILOR
Chairperson



HON. ROMEO V. CALIZO
CITY COUNCILOR
Vice Chairperson

HON. GEORGE S. GOKING
CITY COUNCILOR
Member


HON. ROGER G. ABADAY
CITY COUNCILOR
Member


HON. JOYLEEN MERCEDES L. BALABA
CITY COUNCILOR
Member

EX-OFFICIO MEMBERS


HON. JOCELYN B. RODRIGUEZ
CITY VICE MAYOR
Presiding Officer

HON. EDGAR S. CABANLAS
CITY COUNCILOR
Majority Floor Leader

HON. CHRISTIAN RUSTICO M. ACHAS
CITY COUNCILOR
Minority Floor Leader

DISSENTING



Communication Number: 2024-2988

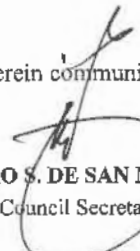
Date: 10/02/2024

Receiver: gil

From: CMO

Subject: REQUEST FOR AN ORDINANCE AUTHORIZING CITY MAYOR ROLANDO A. UY TO SIGN THE MEMORANDUM OF AGREEMENT (MOA) WITH THE COMMISSION ON HUMAN RIGHTS (CHR), REPRESENTED BY ATTY. JEANNE IVY ABRINA, REGIONAL DIRECTOR COVERING THE COLLABORATION OF THE PARTIES IN THE ESTABLISHMENT AND OPERATION OF A CENTER FOR HUMAN RIGHTS EDUCATION (CHRE) AT THE CITY COLLEGE OF CAGAYAN DE ORO, UNDER THE TERMS AND CONDITIONS STIPULATED THEREIN..

Respectfully referred to COMMITTEE ON EDUCATION the herein communication for study, investigation, report and/or recommendation.


ARTURO S. DE SAN MIGUEL
 City Council Secretary


COMMITTEE REPORT AND RECOMMENDATION

Date of Meeting: 10-7-24


Recommending Approval


HON. SUZETTE G. MAGTAJAS-DABA

Chairperson


HON. MICA ROSE P. MORENO

Vice Chairperson


HON. MARIA LOURDES S. GAANE


Member


HON. GEORGE S. GOKING

Member


HON. JAY R. PASCUAL

Member


HON. KENNETH JOHN D. SACALA

Member

HON. YEVONNA YACINE B. EMANO

Member

EX-OFFICIO MEMBERS


HON. EDGAR S. CABANLAS

Majority Floor Leader


HON. CHRISTIAN RUSTICO M. ACHAS

Minority Floor Leader

HON. JOCELYN B. RODRIGUEZ

City Vice Mayor

DISSENTING



05 September 2024

**THE HONORABLE PRESIDING OFFICER and
THE HONORABLE MEMBERS OF THE SANGGUNIANG PANLUNGSOD,**
This City

SUBJECT: REQUEST FOR AN ORDINANCE AUTHORIZING CITY MAYOR ROLANDO "KLAREX" A. UY TO SIGN THE MEMORANDUM OF AGREEMENT (MOA) WITH THE COMMISSION ON HUMAN RIGHTS (CHR), REPRESENTED BY ATTY. JEANNE IVY ABRINA, REGIONAL DIRECTOR COVERING THE COLLABORATION OF THE PARTIES IN THE ESTABLISHMENT AND OPERATION OF A CENTER FOR HUMAN RIGHTS EDUCATION (CHRE) AT THE CITY COLLEGE OF CAGAYAN DE ORO, UNDER THE TERMS AND CONDITIONS STIPULATED THEREIN.

LADIES AND GENTLEMEN:

This pertains to the **Memorandum of Agreement (MOA)** with the Commission on Human Rights (CHR), pertaining to the collaboration of the parties in the establishment and operation of a Center for Human Rights Education (CHRE) at the City College of Cagayan de Oro.

The Center for Human Rights Education (CHRE) aims to build a culture of human rights in Cagayan de Oro City by establishing, developing, strengthening, and continuously operating at the City College of Cagayan de Oro to undertake human rights education activities, involving its faculty, staff, and students as may be applicable within its campus and with its partners and clientele through instruction, research, and community extension activities.

Moreover, the above-mentioned **MOA** has been forwarded to and thoroughly reviewed and revised by the City Legal Office, which interposes no objection thereto.¹

For this reason, I am respectfully requesting the appropriate action of the Honorable Body, authorizing the undersigned to sign the **MOA**.

Hoping for your favorable and prompt response to this request.

Thank you.

Truly yours,

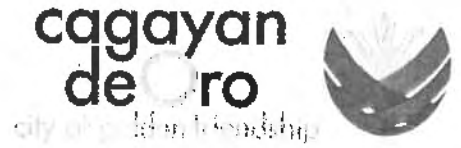
ROLANDO *Klarex* A. UY
City Mayor

Republic of the Philippines	
City of Cagayan de Oro	
OFFICE OF THE CITY MAYOR	
RECEIVED	10-1-24 2:00
ACTION TAKEN	
Refer to Education Center	
Date:	Approved by: <i>[Signature]</i> City Council Secretary
REMARKS	

¹ Please see herein-attached legal opinion dated 04 September 2024 for your reference.



Republic of the Philippines
City of Cagayan de Oro
CITY LEGAL OFFICE



05 September 2024

DR. JESTONI P. BABIA, EdD
Interim President
City College of Cagayan de Oro

Dear Dr. Babia:

Greetings!

This is in response to your indorsement seeking for review, comment, opinion on the herein attached **Memorandum of Agreement (MOA)** between the City College of Cagayan de Oro and the Commission on Human Rights (CHR) for the establishment and operation of a **Center for Human Rights Education (CHRE)**.

In this connection, kindly be informed that this Office has thoroughly reviewed and **revised** the above-mentioned draft **Memorandum of Agreement (MOA)**¹ and finds the application legally sound and thus pose no legal objection to the same, save for a few corrections of clerical and typographical errors appended in red ink to the herewith attached draft.

In addition, this Office would like to underscore the need to secure a **Board Resolution**, duly issued by the City College Governing Board, authorizing or ratifying the said Memorandum of Agreement.

Hence, should your good office find the terms and conditions in the **Memorandum of Agreement** amenable and for the best interests of the City Government, and assuming that the City can fully comply with it, then this Office recommends that said MOA be duly forwarded to the Honorable Members of the City Council for their favorable consideration, with a request for an Ordinance authorizing the City Mayor to enter into and sign the same, pursuant to Sec. 455 (1) (vi) of the Local Government Code.

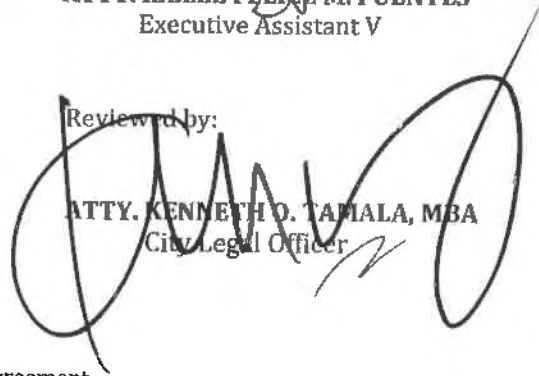
For your guidance and appropriate action.

Prepared by:


ATTY. IZELLE FELICE M. FUENTES
Executive Assistant V

*Received by:
Karl Edwin Puro
Admin Officer V*

Reviewed by:


ATTY. KENNETH O. TAMALA, MBA
City Legal Officer

¹ Please see attached revised copy of the Memorandum of Agreement.



1st Floor, Executive Building
City Hall Compound, Capistrano-Hayes Street
Cagayan de Oro City, Philippines
www.cagayandoro.gov.ph
Telephone Number: +63 88 6572260,
Email: citylegal_cdo@yahoo.com

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement, hereinafter referred to as MOA, made and entered into this ____ day of _____ in _____, _____ by and between:

COMMISSION ON HUMAN RIGHTS (CHR), a constitutional office of the Republic of the Philippines with the office address at the SAAC Building, UP Complex, Commonwealth Avenue, Diliman, Quezon City, represented herein by **ATTY JEANNE IVY ABRINA** in her capacity as Regional Director, hereinafter referred to as "**CHR**";

-and-

CITY GOVERNMENT OF CAGAYAN DE ORO, a government agency created and organized under existing laws, with principal address at 89 Hayes St., CAGAYAN DE ORO CITY, 9000, Misamis Oriental represented herein by its Honorable Mayor, **ROLANDO "KLAREX" UY**, hereinafter referred to as "**LGU-CDO**."

WITNESSETH: That

WHEREAS, the State values the dignity of every human person and guarantees fully respect for human rights and mandates that all educational institutions shall inculcate patriotism and nationalism foster respect for human rights, appreciation of the role of national heroes in the historical development of the country, and teach the rights and duties of citizenship:

WHEREAS, under the UN Declaration on Human Rights Education and Training as well as the World Programme for Human Rights Education, State institutions have the obligation to undertake a continuing program of human rights education and training to mold the Filipino psyche along respect for and protection of all human rights;

WHEREAS, **CHR** is an independent constitutional body mandated to establish a continuing program of research, education, and information to enhance respect for the primacy of human rights, and in pursuance of this function, and, for that purpose, may coordinate and request the assistance of any department, bureau, or agency;

WHEREAS, **LGU-CDO** has a higher education institution called the **CITY COLLEGE OF CAGAYAN DE ORO (CCCDO)** existing under and by virtue of the laws of the Philippines, with principal address at Zone 2, Barangay Agusan, Cagayan de Oro City;

WHEREAS, **CITY COLLEGE OF CAGAYAN DE ORO** will be the primary institution to provide education and training to the identified faculty, staff, and students, to obtain greater opportunity in upholding human dignity, and thereby improve their welfare and guarantee and safeguard human rights.

WHEREAS, CHR encourages all State Universities and Colleges and private Higher Education Institutions to establish their Centers for Human Rights Education as their main mechanisms in helping accelerate the building of a culture of human rights in the academic communities and in their geographic areas of jurisdiction where they operate;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

ARTICLE I PURPOSE AND SCOPE

Section 1. The purpose of this MOA is to set forth the terms and conditions, scope of work and responsibilities of the parties associated with their collaboration on the establishment, development, strengthening, and continuous operationalization of a Center for Human Rights Education (CHRE).

Both parties see the benefits of this project, have a desire to pursue the project and have determined that each brings unique expertise and experience necessary to accomplish the objectives outlined above.

CHR has unique expertise and experience in the following areas: (1) human rights education and training, and (2) provision of preventive measures and legal aid services to the underprivileged whose human rights have been violated or need.

LGU-CDO has unique expertise and experience in the following areas: instruction, curriculum, research, and community engagements.

ARTICLE II GENERAL PROVISIONS

Section 1. The PARTIES, through their respective representatives designated herein, shall be the partners under this MOA.

Section 2. This partnership mainly aims to build a culture of human rights by establishing, developing, strengthening, and continuously operating the Center for Human Rights Education, herein referred to as CHRE, at the City College of Cagayan de Oro to undertake human rights education activities, involving its faculty, staff, and students as may be applicable within its campus and with its partners and clientele through instruction, research, and community extension activities.

Section 3. This partnership further aims to develop the CHRE as a social laboratory for human rights education innovations and in building a culture of human rights in various community settings.

Section 4. The PARTIES acknowledge that **CHR** is the National Human Rights Institution (NHRI) created under the 1987 Constitution exercising

jurisdiction over the entire Philippines accredited by the Global Alliance of National Human Rights Institution (GANHRI) as Status "A."

Section 5. Each party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives, and volunteers. Each party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions related to its participation under this MOA and each party shall bear the proportionate cost of any damages attributable to the fault of such party, its officers, agents, employees, and independent contractors. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be applied.

Each party, at its sole cost and expense, shall carry insurance or self-insure to covers its activities in connection with this MOA, and obtain, keep in force and maintain, insurance, or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities.

ARTICLE III SPECIFIC AREA OF RESPONSIBILITY

Section 1. LGU-CDO shall, through the City College of Cagayan de Oro shall:

1. Establish a CHRE located within the campus and accessible by clientele through an appropriate office address;
2. Designate a Center Director or Coordinator to manage the CHRE, assisted by a secretariat;
3. Identify individual persons for capacity building as human rights educators;
4. Launch the CHRE to make known to the general public and its clientele and provide support to its programs, projects, and activities;
5. Deigned the CHRE, which shall perform the following functions:

Instruction:

- a. Take leadership in receiving the HEI's curricula and courses for the purpose of mainstreaming human rights concepts and principles, and integrate human rights concepts and participation as curricula;
- b. Organize a core of human rights educators as volunteers of the Center and human rights educators training and accreditation with the regional office;
- c. Conduct human rights education activities for its students, faculty, staff, and community clientele on its own or in partnership with the CHR regional office and other relevant multi-stakeholder partners;
- d. Develop curricula and instructional materials for formal, non-formal, and/or alternative delivery systems of education for human rights; and,
- e. Develop information, education, and communication (IEC) materials on human rights.

Research

- a. Conduct research and special studies to enhance human rights education programs; and
- b. Publish research and share reports with the CHR Regional Office to assist in the effective monitoring and evaluation of the state actors' compliance with obligations in international treaties on human rights;

Extension

- a. Assist in the establishment and capacity-building of Barangay Human Rights Action Centers (BHRACs) within its jurisdiction; and
- b. Develop programs and activities that address the needs and concerns of vulnerable sectors in the community they operate.

Section 2. CHR shall:

Develop information education and communication (IEC) materials and standard training modules on human rights, access to justice and rule of law that can be used, reproduced and/or disseminated by **LGU-CDO**:

- a. Provide technical support in the development and implementation of the human rights programs, projects, and activities of LGU-CDO;
- b. Assist in the establishment and operationalization of the CHRE and the capacity-building of its staff and volunteers as well as faculty and student organizations;
- c. Jointly organize the capacity-building activities for its multi-stakeholder partners such as, but not limited to, educators and civil society organizations;
- d. Provide technical support to the LGU-CDO in helping the CHR establish and capacitate HRACs within its jurisdiction;
- e. Provide and share with the LGU-CDO modules, together with all learning resources included in the modules, and other materials on Human Rights Education, if so requested, or access thereto; and
- f. Jointly organize with the LGU-CDO capacity-building activities for its multi-stakeholder partners, such as but not limited to, human rights action teams, and civil society organizations.

Section 3. The PARTIES shall each be solely responsible for any and all costs associated with their responsibilities under this MOA.

Section 4. LGU-CDO, even after lapse of this MOA, shall not perform any act that will be inimical or cause any adverse effect to CHR, in particular, but not limited to, the FIRST PARTY's status as the NHRI of the Philippines, its mandate, powers, jurisdiction, or its accreditation with the GANHRI as Status "A".

Section 5. The PARTIES agree that any intellectual property, which is jointly developed through activities covered under this MOA, can be used by either party for non-commercial human rights education and promotion purposes without obtaining consent from the other, unless later modified in writing.

All other intellectual property used in the implementation of the MOA will remain the property of the party that provided it. This property can be used by either

party for purposes covered by the MOA but consent will be obtained from the owner of the property before using it for purposes not covered by the MOA.

ARTICLE IV MONITORING REQUIREMENT

Section 1. CHR shall be responsible for monitoring and evaluation, and for organizing quarterly or semestral meetings, or as the need may arise, to provide technical assistance and for monitoring and evaluation purposes.

Section 2. LGU-CDO shall submit quarterly reports to the concerned CHR Regional Office to ensure compliance with the stated areas of responsibility covered under this MOA.

The quarterly reports shall be submitted following CHRE reporting templates which shall be provided by the CHR.

ARTICLE V DISPUTE RESOLUTION

Section 1. All disputes, controversies, or claims arising out of or relating to this MOA shall first be mutually resolved.

Provided, further, that parties hereby agree to resolve a dispute through informal discussions or settle any issue amicably before exercising the right to terminate.

ARTICLE VI AMENDMENTS AND EFFECTIVITY

Section 1. This MOA shall be effective upon the date of the last party to sign this MOA below and shall remain in effect for a period of three (3) years from that date unless earlier terminated. The parties indicate agreement with this MOA by their signatures below.

The MOA may be renewed at the end of this period by mutual written agreement by both parties. The provisions of this MOA may only be amended or waived by mutual written agreement by both Parties.

The individuals signing this MOA on behalf of their respective entities represent and warrant (without personal liability thereof) that upon the signature of each, this MOA shall have been duly executed by the entity each represents.

Section 2. This MOA may be terminated by mutual agreement of the parties upon serving notice to the other party within sixty (60) days and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.

**COMMISSION ON HUMAN
RIGHTS REGION X**

**CITY GOVERNMENT OF
CAGAYAN de ORO**

ATTY. JEANNE IVY ABRINA
Regional Director

ROLANDO "KLAREX" A. UY
City Mayor

SIGNED IN THE PRESENCE OF:

XXXXX

Commission on Human Rights

JESTONI P. BABIA

President, City College of
Cagayan de Oro

REPUBLIC OF THE PHILIPPINES)
Cagayan de Oro City) S.S

ACKNOWLEDGMENT

BEFORE ME a Notary Public in and for _____, Philippines,
personally appeared the following, who are identified by me through competent
evidence of identity:

NAME	Competent Evidence of Identification	
	Type/Number	Date and Place of Issue

ATTY JEANNE IVY ABRINA

ROLANDO "KLAREX" A. UY

known to me and to me known to be the same persons who executed the foregoing instrument who acknowledged to me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and the same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the entities herein represented.

This instrument consisting of seven (7) pages, including this page, is signed on each and every page thereof by the Parties and their instrumental witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day of _____, in _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2024.



4 October 2024


**THE HONORABLE PRESIDING OFFICER and
THE HONORABLE MEMBERS OF THE SANGGUNIANG PANLUNGSOD,**
This City

SUBJECT: URGENT REQUEST FOR AN ORDINANCE AUTHORIZING CITY MAYOR ROLANDO "KLAREX" A. UY TO SIGN THE MEMORANDUM OF AGREEMENT ("MOA"), BETWEEN THE CITY GOVERNMENT OF CAGAYAN DE ORO AND 1 AND ALL TECHNICAL SCHOOL, INC. FOR THE IMPLEMENTATION OF THE RELEVANT INDUSTRY SKILLS ("RISE") SCHOLARSHIP PROGRAM.

LADIES AND GENTLEMEN:

This pertains to the Memorandum of Agreement ("MOA"), between the City Government of Cagayan de Oro and 1 and All Technical School, Inc. for the implementation of the Relevant Industry Skills ("RISE") Scholarship Program.

The Agreement seeks to establish the partnership and institutional cooperation between the parties to provide qualified residents of Cagayan de Oro with technical vocational training, culminating in the awarding of National Certificates (NC I and NC II).

The same is in line with the *Safety, Security, and Human Development* component of the City Government's  Agenda of which Education is given particular focus and emphasis.

Moreover, the above-mentioned MOA has been forwarded to and thoroughly reviewed and revised by the City Legal Office, which interposes no objection thereto.¹

For this reason, I am respectfully requesting the appropriate action of the Honorable Body, signified as *urgent*, authorizing the undersigned to sign the Memorandum of Agreement between the City Government of Cagayan de Oro and 1 and All Technical School, Inc.

Hoping for your favorable and prompt response to this request.

Thank you.

Yours in service,

ROLANDO
City Mayor

Klarex
A. UY

K

HON. JOCELYN BEBOT B. RODRIGUEZ
CITY VICE MAYOR

OFFICE OF THE CITY COUNCIL	
RECEIVED: 30/10/2024	Time: 2:38 PM
Com. No.	
ACTION TAKEN	
Approved To: UR as urgent	
Date:	ANGELITO S. DE SAN MIGUEL City Council Secretary
REMARKS	

SIGN HERE

¹ Please see herein-attached legal opinion dated 4 October 2024 for your reference.



4 October 2024

RICHEL PETALCURIN-DAHAY

Head
City Education and Development Department-
City Scholarships Office

Dear Madam,

Greetings!

This is in response to your endorsement seeking review and opinion on the herewith attached Memorandum of Agreement between the City Government of Cagayan de Oro and 1 and All Technical School, Inc. for the implementation of the City's Relevant Industry Skills for Employment (RISE) Scholarship Program.

In this connection, kindly be informed that this Office has thoroughly reviewed the aforementioned agreement and finds the same to be in legal order and, thus, poses no legal objection thereto.

Accordingly, this Office recommends that said *Memorandum of Agreement* be duly forwarded to the Honorable Members of the City Council for their favorable consideration, with a request for an Ordinance authorizing the City Mayor to enter into and sign the same, pursuant to Sec. 455 (b) (1) (vi)¹ of the Local Government Code.

For your guidance and appropriate action.

Republic of the Philippines City of Cagayan de Oro OFFICE OF THE CITY COUNCIL	
RECEIVED: _____	Time: _____
by: _____	Comm. No. _____
ACTION TAKEN	
Date: _____	ARICRO S. DE SAN MIGUEL City Council Secretary
REMARKS	

Prepared by:

ATTY. RACHIENE C. AGUHOB
Attorney IV

Reviewed by:

ATTY. KENNETH O. TAMALA, MBA
City Legal Officer

¹ Sec. 455. Chief Executive: Powers, Duties and Compensation -

(b) (1) (vi) Represent the city in all its business transactions and sign in its behalf all bonds, contracts, and obligations, and such other documents upon authority of the sangguniang panglungsod or pursuant to law or ordinance;





Republic of the Philippines
 City of Cagayan de Oro
 City Hall, Ground Floor, Beside Police Station 1
 CITY EDUCATION AND DEVELOPMENT DEPARTMENT
 CITY SCHOLARSHIPS OFFICE

RECEIVED OFFICE
 CITY EDUCATION AND DEVELOPMENT DEPARTMENT
 OCT 10 4 2024
 8:38
 [Signature]

ENDORSEMENT

Date : 3 October 2024

For : **Atty. KENNETH O. TAMALA**
 City Legal Officer

Office : Office of the City Legal

<input type="checkbox"/> For approval	<input type="checkbox"/> For filing
<input type="checkbox"/> For comments and recommendations	<input checked="" type="checkbox"/> For appropriate action
<input type="checkbox"/> Please see me	<input type="checkbox"/> Others: _____

Atty Tamala,

Respectfully endorsing to your office, the following Memoranda of Agreement for scholarship program partnership:

- 1) Night School Program with the following schools
 - a. PHINMA-Cagayan de Oro
- 2) RISE-TVET Scholarship with the ff. TVET schools:
 - a. 1 and All Technical School
 - b. AMHARA Technical Training Institute
 - c. St. Joseph Technological Institute and Assessment Center
 - d. 4J & E Technical School
 - e. Zaide Ua-o Technical School and Assessment Center
 - f. Vineyard International Polytechnic College

Thank you so much!

[Signature]
RICHEL PETALCURIN-DAHAY
 Head

Building Dreams, One Scholar at a Time.

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between:

The **CITY GOVERNMENT OF CAGAYAN DE ORO**, represented by the City Mayor, **HON. ROLANDO "KLAREX" A. UY**, duly authorized for this purpose, with office located at 2nd Floor Executive Bldg., City Hall, Cagayan de Oro City (hereinafter referred to as the "**LGU CDO**");

-and-

1 AND ALL TECHNICAL SCHOOL, INC., represented by the **MS. MARIA JOCELYN N. CO**, School President, with office address at Vamenta Boulevard, Carmen, Cagayan de Oro City, hereinafter referred to as "**TVI**").

WITNESSETH THAT:

WHEREAS, the LGU CDO is committed to providing educational opportunities and skills training to its residents through various scholarship programs to enhance employment prospects and support local industries;

WHEREAS, the TVI is a reputable learning service provider specializing in technical and vocational training, and is capable of delivering industry-relevant skills and knowledge to scholarship recipients;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I PURPOSE

The purpose of this MOA is to outline the terms and conditions under which the LGU CDO and the TVI will collaborate to implement the Relevant Industry Skills for Employment (RISE) Scholarship Program. This program aims to provide qualified residents of Cagayan de Oro with technical vocational training, culminating in the awarding of National Certificates (NC I and NC II).

ARTICLE II ROLES AND RESPONSIBILITIES

Section 1. **The LGU CDO**, through the Office of the City Education and Development Officer-City Scholarships Office ("**CSO**"), **agrees to:**

1. Administer the RISE TVET program and shoulder the training cost and national assessment fees of at least one (1) batch (25 scholarship slots) of trainees;
2. Ensure that scholarship recipients meet the following qualifications:

- a. Endorsed by the TVI;
 - b. Resident of Cagayan de Oro;
 - c. Registered with the COMELEC;
 - d. Classified as indigent.
3. Facilitate the endorsement process for qualified candidates;
 4. Promote awareness of the training programs within the community through various communication channels to ensure that potential beneficiaries are informed;
 5. Monitor the progress and performance of the scholarship recipients;
 6. Require scholarship recipients to complete return service on CSO-approved events and activities;
 7. Establish a feedback mechanism to gather input from trainees about their training experiences and outcomes, and use this information to improve future training programs;
 8. Collaborate with other government agencies, non-governmental organizations, and private sector partners to support the training and employment of trainees.

Section 2. TVI agrees to:

1. Provide a training program for in demand and hard-to-fill skills;
2. Manage the enrollment of trainees, including the accurate and timely input of all required information into the TESDA Training Management Information System (T2MIS);
3. Ensure the program meets industry standards and includes hands-on training in collaboration with partner industries;
4. Ensure 100% completion and certification rate of trainees;
5. Ensure 100% employment rate of completers within 6 months from training completion;
6. Ensure that the training programs are conducted in a timely manner and completed within the agreed schedule;
7. Facilitate, process and endorse the assessment and certification of trainees upon completion of the training programs;
8. Integrate industry trends and technological advancements in the programs;
9. Maintain high standards of training delivery to ensure the competency and employability of graduates;
10. Hire qualified and competent instructors who meet TESDA's certification requirements;
11. Ensure that training facilities and equipment meet TESDA's minimum requirements and industry standards;
12. Maintain and upgrade equipment to provide trainees with hands-on experience using current technologies;
13. Maintain accurate records of trainees' attendance, performance, and assessment results
14. Facilitate on-the-job training (OJT), Supervised Industry Learning (SIL), and employment opportunities for trainees through industry linkages;
15. Provide guidance and counseling services to support trainees' personal and professional development;

16. Provide periodic reports to the LGU CDO on the progress and performance of the scholarship recipients;
17. Pay for the assessment fees of trainees and bill the LGU at the end of the assessment. Per capita cost must not exceed TESDA's promulgated schedule of cost of the year of implementation.

ARTICLE III: MISCELLANEOUS PROVISIONS

Section 3: **No Employer-Employee Relationship.** This MOA does not create an employer-employee relationship between the LGU CDO and the TVI or the scholarship recipients.

Section 4: **Right to Revoke, Revise, Amend or Rescind.** The Parties reserve the right to revoke, revise, amend, or rescind this MOA upon mutual agreement, provided that such changes are made in writing and signed by authorized representatives of both parties.

Section 5: **Confidentiality.** The Parties agree to keep all information and data exchanged or created under this MOA confidential and shall not be disclosed to anyone unless expressly given consent by the data subject. The Parties agree to strictly observe the Data Privacy Act and be bound by the Data Sharing Agreement, herein attached as Annex "A", and made an integral part of this MOA.

Section 6: **Duration.** This partnership shall initially run for one (1) year from effectivity and may be renewed after successful review and evaluation of all Parties.

Section 7: **Amendment.** Any amendments to this MOA shall be made in writing and require the consent of all Parties.

Section 8: **Termination.** Any party may terminate this agreement with a written notice to the other parties at least three (3) months prior to the program completion of the existing batch. All parties shall ensure the orderly completion of ongoing activities and the arrangement or return of any shared resources.

Section 9: **Dispute Resolution.** In case of dispute between the Parties arising out of or relating to this Agreement, the Parties agree to exert efforts to amicably settle the same. Failing at which, the dispute shall be brought for resolution by the proper courts of Cagayan de Oro City, to the exclusion of all other venues.

Section 10: **Effectivity.** This agreement shall take effect immediately upon signing by all parties concerned and shall remain in force unless sooner terminated by mutual consent of the parties, in writing.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the _____ of _____ 2024 in Cagayan de Oro City, Philippines.

CITY GOVERNMENT OF CAGAYAN DE ORO 1 AND ALL TECHNICAL SCHOOL, INC.

By:

By:

HON. ROLANDO "KLAREX" A. UY
City Mayor

MS. MARIA JOCELYN N. CO
School President

Witnesses:

HON. SUZETTE MAGTAJAS-DABA
Committee on Education Chairperson
Cagayan de Oro City

1 and All Technical School, Inc.

**REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO) SS.**

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, personally appeared the following persons, with their respective government-issued identification as follows:

Name	Government ID and Number
Hon. Rolando "Klarex" A. Uy	
Ms. Maria Jocelyn N. Co	

All known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only 4 pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at Cagayan de Oro, Philippines.

NOTARY PUBLIC

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

DATA SHARING AGREEMENT

This **Data Sharing Agreement (DSA)** is entered into by and between the **CITY GOVERNMENT OF CAGAYAN DE ORO (LGU-CDO)** and **1 AND ALL TECHNICAL SCHOOL, INC. (TVI)** to establish the content, use, and protection of data provided between the Parties in relation to the implementation of the Relevant Industry Skills for Employment-Technical and Vocational Education and Training (RISE-TVET) Scholarship Program.

I. Term

This Agreement shall be in effect for one (1) year in accordance with the term of the Memorandum of Agreement to which this Data Sharing Agreement is made an integral part.

II. Intended Use of Data

The following are the intended uses of the shared data:

- a. Student Identification, control, verification and screening
- b. Grouping or classification
- c. Statistical processing
- d. Conducting research for improvement of students' learning

III. Limitations on the use of data

Data disclosed by the scholars/students to or collected on behalf of either Party is the property of the Collecting Party, and shall only be used for the above-stated purposes and shall not be shared with third parties without the written permission/consent of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

Such data shall not be sold or used, internally or externally, and for any other purpose not directly related to services provided by the Parties in this Agreement without the written permission of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

IV. Data Security

Both parties shall exercise at least the same degree of care it uses with its own personal data and confidential information, but in no event less than reasonable care, to protect the personal data from misuse and unauthorized access or disclosure. It shall adapt reasonable administrative, physical, and technical measures to prevent loss, misuse and alteration of the information under its control.

V. Data Elements

Personal information shared between the Parties shall be limited to the data elements specifically defined and authorized by each Party. If the other Party needs to collect additional data, its authorized personnel must submit a request in writing to the other Party. Under no circumstances shall any Party collect any information classified as Sensitive or Confidential without the express written approval of the First/Second Party, the City Government of Cagayan de Oro and the data subject/s.

The data to be shared or collected shall be limited to the following elements:

- a. Scholar's/Student's Name (First Name, Middle Name/Initial, Last Name)
- b. Birthdate
- c. Age
- d. Gender
- e. Address
- f. COMELEC Registration
- g. Indigency Classification
- h. Contact Number and/or email address

Each party shall be responsible for securing consent from the patients to collect personal information and share these with the Other Party for referral purposes.

VI. Data Privacy Training

When there is an opportunity for the same, both Parties shall avail of any training for its personnel on internal security policies and procedures and on the Data Privacy Act, its Implementing Rules and Regulations, and National Privacy Commission Issuances to protect personal data.

VII. Breach Management

a. *Report.* Within twenty-four (24) hours of becoming aware of the unauthorized use or disclosure of the personal data or any security incident or possible security breach, the concerned Party shall promptly report the fact to the other party who shared the personal data. Both parties, shall, within seventy-two (72) hours from such occurrence, notify the National Privacy Commission and the concerned data subject in accordance with NPC Circular 16-03.

b. *Cooperation and Mitigation.* Both parties shall cooperate with any mediation that is necessary to:

1. Address any applicable reporting requirements, and
2. Mitigate any effects of such unauthorized use or disclosure of personal data or any security incident or possible security breach.

VIII. Amendments and Alterations to this Agreement

Parties may amend this Agreement by mutual consent, in writing, at any time.

IX. Termination of Services

In the event that the MOA is terminated, the other Party shall return to the Collecting Party, all data collected in the course of the MOA.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the _____ of _____ in Cagayan de Oro City, Philippines.

**CITY GOVERNMENT OF
CAGAYAN DE ORO**

1 AND ALL TECHNICAL SCHOOL, INC.

By:

By:

HON. ROLANDO "KLAREX" A. UY
City Mayor

MS. MARIA JOCELYN N. CO
School President

Signed in the Presence of:

SUZETTE MAGTAJAS-DABA
Committee on Education Chairperson

1 and All Technical School, Inc.

REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, Philippines, personally appeared the following persons, with their respective government-issued identification as follows:

Name	Government Issued ID
HON. ROLANDO "KLAREX" A. UY	
MS. MARIA JOCELYN N. CO	

All known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only 4 pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Cagayan de Oro, Philippines.

NOTARY PUBLIC

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



4 October 2024


**THE HONORABLE PRESIDING OFFICER and
THE HONORABLE MEMBERS OF THE SANGGUNIANG PANLUNGSOD,**
This City

**SUBJECT: URGENT REQUEST FOR AN ORDINANCE AUTHORIZING CITY MAYOR ROLANDO
"KLAREX" A. UY TO SIGN THE MEMORANDUM OF AGREEMENT ("MOA"),
BETWEEN THE CITY GOVERNMENT OF CAGAYAN DE ORO AND AMHARA
TECHNICAL TRAINING INSTITUTE, INC. FOR THE IMPLEMENTATION OF THE
RELEVANT INDUSTRY SKILLS ("RISE") SCHOLARSHIP PROGRAM.**

LADIES AND GENTLEMEN:

This pertains to the Memorandum of Agreement ("MOA"), between the City Government of Cagayan de Oro and Amhara Technical Training Institute, Inc. for the implementation of the Relevant Industry Skills ("RISE") Scholarship Program.

The Agreement seeks to establish the partnership and institutional cooperation between the parties to provide qualified residents of Cagayan de Oro with technical vocational training, culminating in the awarding of National Certificates (NC I and NC II).

The same is in line with the *Safety, Security, and Human Development* component of the City Government's  Agenda of which Education is given particular focus and emphasis.

Moreover, the above-mentioned MOA has been forwarded to and thoroughly reviewed and revised by the City Legal Office, which interposes no objection thereto.¹

For this reason, I am respectfully requesting the appropriate action of the Honorable Body, signified as *urgent*, authorizing the undersigned to sign the Memorandum of Agreement between the City Government of Cagayan de Oro and Amhara Technical Training Institute, Inc.

Hoping for your favorable and prompt response to this request.

Thank you.

Yours in service,

ROLANDO  A. UY
City Mayor

HON. JOCELYN "DEBOT" B. RODRIGUEZ
CITY VICE MAYOR

Republic of the Philippines
City of Cagayan de Oro
OFFICE OF THE CITY MAYOR

RECEIVED: *sohohora* 2:18 PM
gil araya

ACTION TAKEN
find to CR as urgent

Date: _____

SIGN HERE

¹ Please see herein-attached legal opinion dated 4 October 2024 for your reference.



4 October 2024

RICHEL PETALCURIN-DAHAY

Head
City Education and Development Department-
City Scholarships Office

Dear Madam,

Greetings!

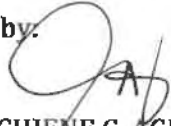
This is in response to your endorsement seeking review and opinion on the herewith attached Memorandum of Agreement between the City Government of Cagayan de Oro and Amhara Technical Training Institute, Inc. for the implementation of the City's Relevant Industry Skills for Employment (RISE) Scholarship Program.

In this connection, kindly be informed that this Office has thoroughly reviewed the aforementioned agreement and finds the same to be in legal order and, thus, poses no legal objection thereto.

Accordingly, this Office recommends that said *Memorandum of Agreement* be duly forwarded to the Honorable Members of the City Council for their favorable consideration, with a request for an Ordinance authorizing the City Mayor to enter into and sign the same, pursuant to Sec. 455 (b) (1) (vi)¹ of the Local Government Code.

For your guidance and appropriate action.

Prepared by:


ATTY. RACHIENE C. AGUHOB
Attorney IV

Reviewed by:


ATTY. KENNETH O. TAMALA, MBA
City Legal Officer

¹ Sec. 455. Chief Executive: Powers, Duties and Compensation --

(b) (1) (vi) Represent the city in all its business transactions and sign in its behalf all bonds, contracts, and obligations, and such other documents upon authority of the sangguniang panglungsod or pursuant to law or ordinance;



Republic of the Philippines
 City of Cagayan de Oro
 City Hall, Ground Floor, Beside Police Station 1
 CITY EDUCATION AND DEVELOPMENT DEPARTMENT
 CITY SCHOLARSHIPS OFFICE

RECEIVED OFFICE

10.4.2024

8:38

ENDORSEMENT



Date : 3 October 2024

For : **Atty. KENNETH O. TAMALA**
 City Legal Officer

Office : Office of the City Legal

<input type="checkbox"/> For approval	<input type="checkbox"/> For filing
<input type="checkbox"/> For comments and recommendations	<input checked="" type="checkbox"/> For appropriate action
<input type="checkbox"/> Please see me	<input type="checkbox"/> Others: _____

Atty Tamala,

Respectfully endorsing to your office, the following Memoranda of Agreement for scholarship program partnership:

1) Night School Program with the following schools

a. PHINMA-Cagayan de Oro

2) RISE-TVET Scholarship with the ff. TVET schools:

a. 1 and All Technical School

b. AMHARA Technical Training Institute

c. St. Joseph Technological Institute and Assessment Center

d. 4J & E Technical School

e. Zaide Ua-o Technical School and Assessment Center

f. Vineyard International Polytechnic College

Thank you so much!

RICHEL PETALCURIN-DAHAY
 Head

Building Dreams, One Scholar at a Time.

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between:

The **CITY GOVERNMENT OF CAGAYAN DE ORO**, represented by the City Mayor, **HON. ROLANDO "KLAREX" A. UY**, duly authorized for this purpose, with office located at 2nd Floor Executive Bldg., City Hall, Cagayan de Oro City (hereinafter referred to as the "**LGU CDO**");

-and-

AMHARA TECHNICAL TRAINING INSTITUTE, INC., represented by Ms. **MARILOU P. RABE**, President, with office address at No. 210 Villa Vicente, Zone 1, Kauswagan, Cagayan de Oro City, hereinafter referred to as "**TVI**").

WITNESSETH THAT:

WHEREAS, the LGU CDO is committed to providing educational opportunities and skills training to its residents through various scholarship programs to enhance employment prospects and support local industries;

WHEREAS, the TVI is a reputable learning service provider specializing in technical and vocational training, and is capable of delivering industry-relevant skills and knowledge to scholarship recipients;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I PURPOSE

The purpose of this MOA is to outline the terms and conditions under which the LGU CDO and the TVI will collaborate to implement the Relevant Industry Skills for Employment (RISE) Scholarship Program. This program aims to provide qualified residents of Cagayan de Oro with technical vocational training, culminating in the awarding of National Certificates (NC I and NC II).

ARTICLE II ROLES AND RESPONSIBILITIES

Section 1. **The LGU CDO**, through the Office of the City Education and Development Officer-City Scholarships Office ("**CSO**"), **agrees to:**

1. Administer the RISE TVET program and shoulder the training cost and national assessment fees of at least one (1) batch (25 scholarship slots) of trainees;
2. Ensure that scholarship recipients meet the following qualifications:

- a. Endorsed by the TVI;
 - b. Resident of Cagayan de Oro;
 - c. Registered with the COMELEC;
 - d. Classified as indigent.
3. Facilitate the endorsement process for qualified candidates;
 4. Promote awareness of the training programs within the community through various communication channels to ensure that potential beneficiaries are informed;
 5. Monitor the progress and performance of the scholarship recipients;
 6. Require scholarship recipients to complete return service on CSO-approved events and activities;
 7. Establish a feedback mechanism to gather input from trainees about their training experiences and outcomes, and use this information to improve future training programs;
 8. Collaborate with other government agencies, non-governmental organizations, and private sector partners to support the training and employment of trainees.

Section 2. TVI agrees to:

1. Provide a training program for in demand and hard-to-fill skills;
2. Manage the enrollment of trainees, including the accurate and timely input of all required information into the TESDA Training Management Information System (T2MIS);
3. Ensure the program meets industry standards and includes hands-on training in collaboration with partner industries;
4. Ensure 100% completion and certification rate of trainees;
5. Ensure 100% employment rate of completers within 6 months from training completion;
6. Ensure that the training programs are conducted in a timely manner and completed within the agreed schedule;
7. Facilitate, process and endorse the assessment and certification of trainees upon completion of the training programs;
8. Integrate industry trends and technological advancements in the programs;
9. Maintain high standards of training delivery to ensure the competency and employability of graduates;
10. Hire qualified and competent instructors who meet TESDA's certification requirements;
11. Ensure that training facilities and equipment meet TESDA's minimum requirements and industry standards;
12. Maintain and upgrade equipment to provide trainees with hands-on experience using current technologies;
13. Maintain accurate records of trainees' attendance, performance, and assessment results
14. Facilitate on-the-job training (OJT), Supervised Industry Learning (SIL), and employment opportunities for trainees through industry linkages;
15. Provide guidance and counseling services to support trainees' personal and professional development;

16. Provide periodic reports to the LGU CDO on the progress and performance of the scholarship recipients;
17. Pay for the assessment fees of trainees and bill the LGU at the end of the assessment. Per capita cost must not exceed TESDA's promulgated schedule of cost of the year of implementation.

ARTICLE III: MISCELLANEOUS PROVISIONS

Section 3: No Employer-Employee Relationship. This MOA does not create an employer-employee relationship between the LGU CDO and the TVI or the scholarship recipients.

Section 4: Right to Revoke, Revise, Amend or Rescind. The Parties reserve the right to revoke, revise, amend, or rescind this MOA upon mutual agreement, provided that such changes are made in writing and signed by authorized representatives of both parties.

Section 5: Confidentiality. The Parties agree to keep all information and data exchanged or created under this MOA confidential and shall not be disclosed to anyone unless expressly given consent by the data subject. The Parties agree to strictly observe the Data Privacy Act and be bound by the Data Sharing Agreement, herein attached as Annex "A", and made an integral part of this MOA.

Section 6: Duration. This partnership shall initially run for one (1) year from effectivity and may be renewed after successful review and evaluation of all Parties.

Section 7: Amendment. Any amendments to this MOA shall be made in writing and require the consent of all Parties.

Section 8: Termination. Any party may terminate this agreement with a written notice to the other parties at least three (3) months prior to the program completion of the existing batch. All parties shall ensure the orderly completion of ongoing activities and the arrangement or return of any shared resources.

Section 9: Dispute Resolution. In case of dispute between the Parties arising out of or relating to this Agreement, the Parties agree to exert efforts to amicably settle the same. Failing at which, the dispute shall be brought for resolution by the proper courts of Cagayan de Oro City, to the exclusion of all other venues.

Section 10. Effectivity. This agreement shall take effect immediately upon signing by all parties concerned and shall remain in force unless sooner terminated by mutual consent of the parties, in writing.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the _____ of _____ 2024 in Cagayan de Oro City, Philippines.

**CITY GOVERNMENT OF
CAGAYAN DE ORO**

**AMHARA TECHNICAL TRAINING
INSTITUTE, INC.**

By:

By:

HON. ROLANDO "KLAREX" A. UY
City Mayor

Ms. MARILOU P. RABE
President

Witnesses:

HON. SUZETTE MAGTAJAS-DABA
Committee on Education Chairperson
Cagayan de Oro City

Amhara Technical Training Institute, Inc.

**REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO) SS.**

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, personally appeared the following persons, with their respective government-issued identification as follows:

Name	Government ID and Number
Hon. Rolando "Klarex" A. Uy	
Ms. Marilou P. Rabe	

All known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only 4 pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at Cagayan de Oro, Philippines.

NOTARY PUBLIC

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

DATA SHARING AGREEMENT

This **Data Sharing Agreement (DSA)** is entered into by and between the **CITY GOVERNMENT OF CAGAYAN DE ORO (LGU-CDO)** and **AMHARA TECHNICAL TRAINING INSTITUTE, INC.. (TVI)** to establish the content, use, and protection of data provided between the Parties in relation to the implementation of the Relevant Industry Skills for Employment-Technical and Vocational Education and Training (RISE-TVET) Scholarship Program.

I. Term

This Agreement shall be in effect for one (1) year in accordance with the term of the Memorandum of Agreement to which this Data Sharing Agreement is made an integral part.

II. Intended Use of Data

The following are the intended uses of the shared data:

- a. Student Identification, control, verification and screening
- b. Grouping or classification
- c. Statistical processing
- d. Conducting research for improvement of students' learning

III. Limitations on the use of data

Data disclosed by the scholars/students to or collected on behalf of either Party is the property of the Collecting Party, and shall only be used for the above-stated purposes and shall not be shared with third parties without the written permission/consent of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

Such data shall not be sold or used, internally or externally, and for any other purpose not directly related to services provided by the Parties in this Agreement without the written permission of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

IV. Data Security

Both parties shall exercise at least the same degree of care it uses with its own personal data and confidential information, but in no event less than reasonable care, to protect the personal data from misuse and unauthorized access or disclosure. It shall adapt reasonable administrative, physical, and technical measures to prevent loss, misuse and alteration of the information under its control.

V. Data Elements

Personal information shared between the Parties shall be limited to the data elements specifically defined and authorized by each Party. If the other Party needs to collect additional data, its authorized personnel must submit a request in writing to the other Party. Under no circumstances shall any Party collect any information classified as Sensitive or Confidential without the express written approval of the First/Second Party, the City Government of Cagayan de Oro and the data subject/s.

The data to be shared or collected shall be limited to the following elements:

- a. Scholar's/Student's Name (First Name, Middle Name/Initial, Last Name)
- b. Birthdate
- c. Age
- d. Gender
- e. Address
- f. COMELEC Registration
- g. Indigency Classification
- h. Contact Number and/or email address

Each party shall be responsible for securing consent from the patients to collect personal information and share these with the Other Party for referral purposes.

VI. Data Privacy Training

When there is an opportunity for the same, both Parties shall avail of any training for its personnel on internal security policies and procedures and on the Data Privacy Act, its Implementing Rules and Regulations, and National Privacy Commission Issuances to protect personal data.

VII. Breach Management

a. *Report.* Within twenty-four (24) hours of becoming aware of the unauthorized use or disclosure of the personal data or any security incident or possible security breach, the concerned Party shall promptly report the fact to the other party who shared the personal data. Both parties, shall, within seventy-two (72) hours from such occurrence, notify the National Privacy Commission and the concerned data subject in accordance with NPC Circular 16-03.

b. *Cooperation and Mitigation.* Both parties shall cooperate with any mediation that is necessary to:

1. Address any applicable reporting requirements, and
2. Mitigate any effects of such unauthorized use or disclosure of personal data or any security incident or possible security breach.

VIII. Amendments and Alterations to this Agreement

Parties may amend this Agreement by mutual consent, in writing, at any time.

IX. Termination of Services

In the event that the MOA is terminated, the other Party shall return to the Collecting Party, all data collected in the course of the MOA.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the _____ of _____ in Cagayan de Oro City, Philippines.

**CITY GOVERNMENT OF
CAGAYAN DE ORO**

**AMHARA TECHNICAL TRAINING
INSTITUTE, INC.**

By:

By:

HON. ROLANDO "KLAREX" A. UY
City Mayor

Ms. MARILOU P. RABE
President

Signed in the Presence of:

SUZETTE MAGTAJAS-DABA
Committee on Education Chairperson

Amhara Technical Training Institute, Inc.

REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, Philippines, personally appeared the following persons, with their respective government-issued identification as follows:

Name	Government Issued ID
HON. ROLANDO "KLAREX" A. UY	
Ms. MARILOU P. RABE	

All known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only 4 pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Cagayan de Oro, Philippines.

NOTARY PUBLIC

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



4 October 2024


**THE HONORABLE PRESIDING OFFICER and
THE HONORABLE MEMBERS OF THE SANGGUNIANG PANLUNGSOD,**
This City

SUBJECT: URGENT REQUEST FOR AN ORDINANCE AUTHORIZING CITY MAYOR ROLANDO "KLAREX" A. UY TO SIGN THE MEMORANDUM OF AGREEMENT ("MOA"), BETWEEN THE CITY GOVERNMENT OF CAGAYAN DE ORO AND ASIAN BUSINESS CABLETOW COOPERATIVE ACADEMY, INC. FOR THE IMPLEMENTATION OF THE RELEVANT INDUSTRY SKILLS ("RISE") SCHOLARSHIP PROGRAM.

LADIES AND GENTLEMEN:

This pertains to the Memorandum of Agreement ("MOA"), between the City Government of Cagayan de Oro and Asian Business Cabletow Cooperative Academy, Inc. for the implementation of the Relevant Industry Skills ("RISE") Scholarship Program.

The Agreement seeks to establish the partnership and institutional cooperation between the parties to provide qualified residents of Cagayan de Oro with technical vocational training, culminating in the awarding of National Certificates (NC I and NC II).

The same is in line with the *Safety, Security, and Human Development* component of the City Government's  Agenda of which Education is given particular focus and emphasis.

Moreover, the above-mentioned MOA has been forwarded to and thoroughly reviewed and revised by the City Legal Office, which interposes no objection thereto.¹

For this reason, I am respectfully requesting the appropriate action of the Honorable Body, signified as *urgent*, authorizing the undersigned to sign the Memorandum of Agreement between the City Government of Cagayan de Oro and Asian Business Cabletow Cooperative Academy, Inc.

Hoping for your favorable and prompt response to this request.

Thank you.

Yours in service,

ROLANDO "Klarex" A. UY
City Mayor
JOCELYN BEBOT B. RODRIGUEZ
CITY VICE MAYOR

Republic of the Philippines	
City of Cagayan de Oro	
OFFICE OF THE CITY COUNCIL	
Date RECEIVED: 10/10/24	Time: 2:30
By: Gil	Comm. No.
ACTION TAKEN	
Fwd To UR for Agenda inclusion as urgent	
Date: APR 05 DE SAN MIGUEL	City Council Secretary
SIGN HERE	

¹ Please see herein-attached legal opinion dated 4 October 2024 for your reference.



4 October 2024

RICHEL PETALCURIN-DAHAY

Head
City Education and Development Department-
City Scholarships Office

Dear Madam,

Greetings!

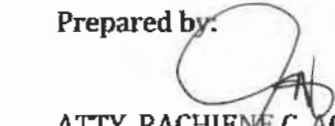
This is in response to your endorsement seeking review and opinion on the herewith attached Memorandum of Agreement between the City Government of Cagayan de Oro and Asian Business Cabletow Cooperative Academy, Inc. for the implementation of the City's Relevant Industry Skills for Employment (RISE) Scholarship Program.

In this connection, kindly be informed that this Office has thoroughly reviewed the aforementioned agreement and finds the same to be in legal order and, thus, poses no legal objection thereto.

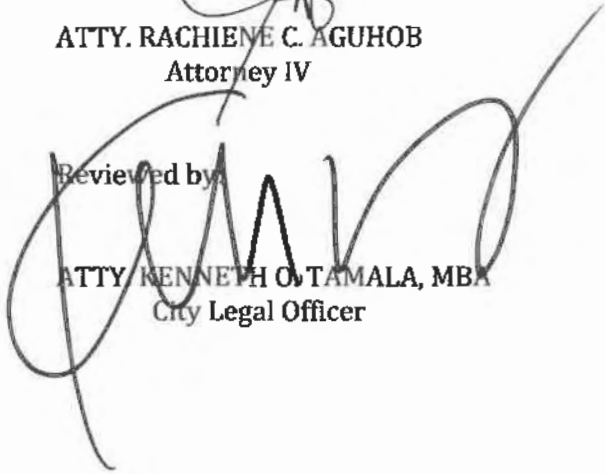
Accordingly, this Office recommends that said *Memorandum of Agreement* be duly forwarded to the Honorable Members of the City Council for their favorable consideration, with a request for an Ordinance authorizing the City Mayor to enter into and sign the same, pursuant to Sec. 455 (b) (1) (vi)¹ of the Local Government Code.

For your guidance and appropriate action.

Prepared by:


ATTY. RACHIENE C. AGUHOB
Attorney IV

Reviewed by:


ATTY. KENNETH O. TAMALA, MBA
City Legal Officer

¹ Sec. 455. Chief Executive: Powers, Duties and Compensation –

(b) (1) (vi) Represent the city in all its business transactions and sign in its behalf all bonds, contracts, and obligations, and such other documents upon authority of the sangguniang panglungsod or pursuant to law or ordinance;

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between:

The **CITY GOVERNMENT OF CAGAYAN DE ORO**, represented by the City Mayor, **HON. ROLANDO "KLAREX" A. UY**, duly authorized for this purpose, with office located at 2nd Floor Executive Bldg., City Hall, Cagayan de Oro City (hereinafter referred to as the "**LGU CDO**");

-and-

ASIAN BUSINESS CABLETOW COOPERATIVE ACADEMY, INC., represented by **Dr. SOC ANTHONY MA. DEL ROSARIO**, Chairman and CEO, with office address at ABCCA Bldg. Corrales Avenue, Cagayan de Oro City, hereinafter referred to as "**TVI**").

WITNESSETH THAT:

WHEREAS, the LGU CDO is committed to providing educational opportunities and skills training to its residents through various scholarship programs to enhance employment prospects and support local industries;

WHEREAS, the TVI is a reputable learning service provider specializing in technical and vocational training, and is capable of delivering industry-relevant skills and knowledge to scholarship recipients;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I PURPOSE

The purpose of this MOA is to outline the terms and conditions under which the LGU CDO and the TVI will collaborate to implement the Relevant Industry Skills for Employment (RISE) Scholarship Program. This program aims to provide qualified residents of Cagayan de Oro with technical vocational training, culminating in national certification and/or industry certification, and employment opportunities, while integrating the demands of the fourth and fifth industrial revolutions and advanced manufacturing. By addressing the skills gap in high-demand industries, particularly those influenced by automation, Artificial Intelligence, and smart technologies, the program seeks to enhance the employability of the city's residents and contribute to local economic development.

ARTICLE II ROLES AND RESPONSIBILITIES

Section 1. **The LGU CDO**, through the Office of the City Education and Development Officer-City Scholarships Office ("**CSO**"), **agrees to:**

1. Administer the RISE TVET program and shoulder the training cost, miscellaneous fees, and national assessment fees of at least four (4) batches (100 scholarship slots) of trainees per year for three (3) years;
2. Ensure that scholarship recipients meet the following qualifications:
 - a. Resident of Cagayan de Oro;
 - b. Registered with the COMELEC;
 - c. Classified as indigent or Not in Education, Employment and Training (NEET)
3. Facilitate the endorsement process for qualified candidates;
4. Promote awareness of the training programs within the community through various communication channels to ensure that potential beneficiaries are informed;
5. Monitor the progress and performance of the scholarship recipients;
6. Require scholarship recipients to complete return service on CSO-approved events and activities;
7. Establish a feedback mechanism to gather input from trainees about their training experiences and outcomes, and use this information to improve future training programs;
8. Collaborate with other government agencies, non-governmental organizations, and private sector partners to support the training and employment of trainees;

Section 2. TVI agrees to:

1. Provide a training program for in demand and hard-to-fill skills;
2. Manage the enrollment of trainees, including the accurate and timely input of all required information into the TESDA Training Management Information System (T2MIS);
3. Ensure the program meets industry standards and includes hands-on training in collaboration with partner industries;
4. Ensure at least 90% completion and certification rate (for NTR qualifications) of trainees;
5. Ensure at least 90% employment rate of completers within 6 months from training completion;
6. Ensure that the training programs are conducted in a timely manner and completed within the agreed schedule;
7. Facilitate, process and endorse the assessment (for WTR qualifications) and certification of trainees upon completion of the training programs;
8. Integrate industry trends and technological advancements in the programs;
9. Maintain high standards of training delivery to ensure the competency and employability of graduates;
10. Hire qualified and competent instructors who meet TESDA's certification requirements;
11. Ensure that training facilities and equipment meet TESDA's minimum requirements and industry standards;
12. Maintain and upgrade equipment to provide trainees with hands-on experience using current technologies;

13. Maintain accurate records of trainees' attendance, performance, and assessment results
14. Facilitate on-the-job training (OJT), Supervised Industry Learning (SIL), and employment opportunities for trainees through industry linkages;
15. Provide guidance and counseling services to support trainees' personal and professional development;
16. Provide periodic reports to the LGU CDO on the progress and performance of the scholarship recipients;
17. Pay for the assessment fees of trainees and bill the LGU upon 50% completion and the training and at the end of the assessment. Per capita cost must not exceed TESDA's promulgated schedule of cost of the year of implementation.

ARTICLE III: MISCELLANEOUS PROVISIONS

Section 3: No Employer-Employee Relationship. This MOA does not create an employer-employee relationship between the LGU CDO and the TVI or the scholarship recipients.

Section 4: Right to Revoke, Revise, Amend or Rescind. The Parties reserve the right to revoke, revise, amend, or rescind this MOA upon mutual agreement, provided that such changes are made in writing and signed by authorized representatives of both parties.

Section 5: Confidentiality. The Parties agree to keep all information and data exchanged or created under this MOA confidential and shall not be disclosed to anyone unless expressly given consent by the data subject. The Parties agree to strictly observe the Data Privacy Act and be bound by the Data Sharing Agreement, herein attached as Annex "A", and made an integral part of this MOA.

Section 6: Duration. This partnership shall initially run for three (3) years from effectivity and may be renewed after successful review and evaluation of all Parties.

Section 7: Amendment. Any amendments to this MOA shall be made in writing and require the consent of all Parties.

Section 8: Termination. Any party may terminate this agreement with a written notice to the other parties at least six (6) months prior to the program completion of the existing batch. All parties shall ensure the orderly completion of ongoing activities and the arrangement or return of any shared resources.

Section 9: Dispute Resolution. In case of dispute between the Parties arising out of or relating to this Agreement, the Parties agree to exert efforts to amicably settle the same. Failing at which, the dispute shall be brought for resolution by the proper courts of Cagayan de Oro City, to the exclusion of all other venues.

Section 10. **Effectivity.** This agreement shall take effect immediately upon signing by all parties concerned and shall remain in force unless sooner terminated by mutual consent of the parties, in writing.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the _____ of _____ 2024 in Cagayan de Oro City, Philippines.

**CITY GOVERNMENT OF CAGAYAN
DE ORO**

**ASIAN BUSINESS CABLETOW
COOPERATIVE ACADEMY, INC.**

By:

By:

HON. ROLANDO "KLAREX" A. UY
City Mayor

Dr. SOC ANTHONY MA. DEL ROSARIO
Chairman and CEO

Witnesses:

HON. SUZETTE MAGTAJAS-DABA
Committee on Education Chairperson
Cagayan de Oro City

Asian Business Cabletow Cooperative
Academy, Inc.

**REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO) SS.**

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, personally appeared the following persons, with their respective government-issued identification as follows:

Name	Government ID and Number
Hon. Rolando "Klarex" A. Uy	
Dr. Soc Anthony Ma. Del Rosario	

All known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only 4 pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at Cagayan de Oro, Philippines.

NOTARY PUBLIC

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

DATA SHARING AGREEMENT

This **Data Sharing Agreement (DSA)** is entered into by and between the **CITY GOVERNMENT OF CAGAYAN DE ORO (LGU-CDO)** and **ASIAN BUSINESS CABLETOW COOPERATIVE ACADEMY INC. (TVI)** to establish the content, use, and protection of data provided between the Parties in relation to the implementation of the Relevant Industry Skills for Employment-Technical and Vocational Education and Training (RISE-TVET) Scholarship Program.

I. Term

This Agreement shall be in effect for one (1) year in accordance with the term of the Memorandum of Agreement to which this Data Sharing Agreement is made an integral part.

II. Intended Use of Data

The following are the intended uses of the shared data:

- a. Student Identification, control, verification and screening
- b. Grouping or classification
- c. Statistical processing
- d. Conducting research for improvement of students' learning

III. Limitations on the use of data

Data disclosed by the scholars/students to or collected on behalf of either Party is the property of the Collecting Party, and shall only be used for the above-stated purposes and shall not be shared with third parties without the written permission/consent of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

Such data shall not be sold or used, internally or externally, and for any other purpose not directly related to services provided by the Parties in this Agreement without the written permission of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

IV. Data Security

Both parties shall exercise at least the same degree of care it uses with its own personal data and confidential information, but in no event less than reasonable care, to protect the personal data from misuse and unauthorized access or disclosure. It shall adapt reasonable

administrative, physical, and technical measures to prevent loss, misuse and alteration of the information under its control.

V. Data Elements

Personal information shared between the Parties shall be limited to the data elements specifically defined and authorized by each Party. If the other Party needs to collect additional data, its authorized personnel must submit a request in writing to the other Party. Under no circumstances shall any Party collect any information classified as Sensitive or Confidential without the express written approval of the First/Second Party, the City Government of Cagayan de Oro and the data subject/s.

The data to be shared or collected shall be limited to the following elements:

- a. Scholar's/Student's Name (First Name, Middle Name/Initial, Last Name)
- b. Birthdate
- c. Age
- d. Gender
- e. Address
- f. COMELEC Registration
- g. Indigency Classification
- h. Contact Number and/or email address

Each party shall be responsible for securing consent from the patients to collect personal information and share these with the Other Party for referral purposes.

VI. Data Privacy Training

When there is an opportunity for the same, both Parties shall avail of any training for its personnel on internal security policies and procedures and on the Data Privacy Act, its Implementing Rules and Regulations, and National Privacy Commission Issuances to protect personal data.

VII. Breach Management

a. *Report.* Within twenty-four (24) hours of becoming aware of the unauthorized use or disclosure of the personal data or any security incident or possible security breach, the concerned Party shall promptly report the fact to the other party who shared the personal data. Both parties, shall, within seventy-two (72) hours from such occurrence, notify the National Privacy Commission and the concerned data subject in accordance with NPC Circular 16-03.

b. *Cooperation and Mitigation.* Both parties shall cooperate with any mediation that is necessary to:

1. Address any applicable reporting requirements, and

2. Mitigate any effects of such unauthorized use or disclosure of personal data or any security incident or possible security breach.

VIII. Amendments and Alterations to this Agreement

Parties may amend this Agreement by mutual consent, in writing, at any time.

IX. Termination of Services

In the event that the MOA is terminated, the other Party shall return to the Collecting Party, all data collected in the course of the MOA.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the ____ of _____ in Cagayan de Oro City, Philippines.

**CITY GOVERNMENT OF
CAGAYAN DE ORO**

**ASIAN BUSINESS CABLETOW
COOPERATIVE ACADEMY INC.**

By:

By:

HON. ROLANDO "KLAREX" A. UY
City Mayor

Dr. SOC ANTHONY MA. DEL ROSARIO
Chairman and CEO

Signed in the Presence of:

SUZETTE MAGTAJAS-DABA
Committee on Education Chairperson

Asian Business Cabletow Cooperative
Academy, Inc.

REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, Philippines, personally appeared the following persons, with their respective government-issued identification as follows:

Name	Government Issued ID
HON. ROLANDO "KLAREX" A. UY	
Dr. SOC ANTHONY MA. DEL ROSARIO	

All known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only 4 pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Cagayan de Oro, Philippines.

NOTARY PUBLIC

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



ENDORSEMENT

Date : 10 October 2024

For : **Mr. ARTURO S. DE SAN MIGUEL**
 Secretary

Office : Sangguniang Panlungsod

<input type="checkbox"/> For approval	<input type="checkbox"/> For filing
<input type="checkbox"/> For comments and recommendations	<input checked="" type="checkbox"/> For appropriate action
<input type="checkbox"/> Please see me	<input type="checkbox"/> Others: _____

Mr. De San Miguel,

Respectfully endorsing to your office, the following Memoranda of Agreement for scholarship program partnership with Asian Business Cabletow Cooperative Academy, Inc.

Thank you so much!

RICHEL PETALCURIN DAHAY
 Head



4 October 2024


**THE HONORABLE PRESIDING OFFICER and
THE HONORABLE MEMBERS OF THE SANGGUNIANG PANLUNGSOD,**
This City

SUBJECT: URGENT REQUEST FOR AN ORDINANCE AUTHORIZING CITY MAYOR ROLANDO "KLAREX" A. UY TO SIGN THE MEMORANDUM OF AGREEMENT ("MOA"), BETWEEN THE CITY GOVERNMENT OF CAGAYAN DE ORO AND FOUR J AND E TECHNICAL SCHOOL, INC. FOR THE IMPLEMENTATION OF THE RELEVANT INDUSTRY SKILLS ("RISE") SCHOLARSHIP PROGRAM.

LADIES AND GENTLEMEN:

This pertains to the Memorandum of Agreement ("MOA"), between the City Government of Cagayan de Oro and Four J and E Technical School Inc. for the implementation of the Relevant Industry Skills ("RISE") Scholarship Program.

The Agreement seeks to establish the partnership and institutional cooperation between the parties to provide qualified residents of Cagayan de Oro with technical vocational training, culminating in the awarding of National Certificates (NC I and NC II).

The same is in line with the *Safety, Security, and Human Development* component of the City Government's  Agenda of which Education is given particular focus and emphasis.


Moreover, the above-mentioned MOA has been forwarded to and thoroughly reviewed and revised by the City Legal Office, which interposes no objection thereto.¹

For this reason, I am respectfully requesting the appropriate action of the Honorable Body, signified as *urgent*, authorizing the undersigned to sign the Memorandum of Agreement between the City Government of Cagayan de Oro and Four J and E Technical School, Inc.

Hoping for your favorable and prompt response to this request.

Thank you.

Yours in service,

ROLANDO  A. UY
City Mayor

HON. JOCELYN^{AN} BESOT B. RODRIGUEZ
CITY VICE MAYOR

Office of the City Council
Date: 10/5/2024 Time: 10:22 AM

qil & group

Food for CR Center for agenda inclusion as urgent measure

Date: _____
City Council Secretary

REMARKS

SIGN HERE

¹ Please see herein-attached legal opinion dated 4 October 2024 for your reference.



4 October 2024

RICHEL PETALCURIN-DAHAY

Head
City Education and Development Department-
City Scholarships Office

Dear Madam,

Greetings!

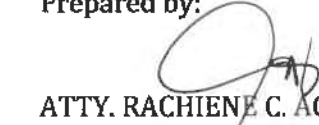
This is in response to your endorsement seeking review and opinion on the herewith attached Memorandum of Agreement between the City Government of Cagayan de Oro and Four J and E Technical School, Inc. for the implementation of the City's Relevant Industry Skills for Employment (RISE) Scholarship Program.

In this connection, kindly be informed that this Office has thoroughly reviewed the aforementioned agreement and finds the same to be in legal order and, thus, poses no legal objection thereto.

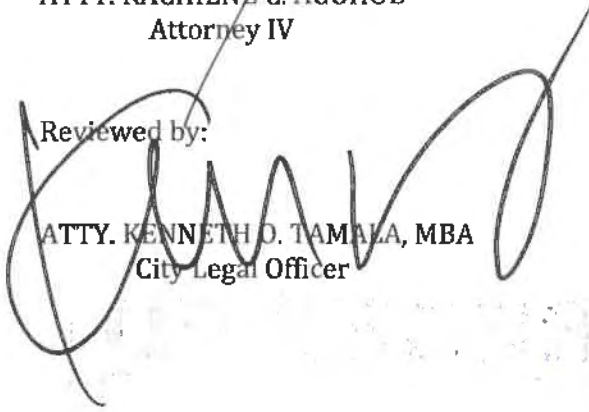
Accordingly, this Office recommends that said *Memorandum of Agreement* be duly forwarded to the Honorable Members of the City Council for their favorable consideration, with a request for an Ordinance authorizing the City Mayor to enter into and sign the same, pursuant to Sec. 455 (b) (1) (vi)¹ of the Local Government Code.

For your guidance and appropriate action.

Prepared by:


ATTY. RACHIENE C. AGUHOB
Attorney IV

Reviewed by:


ATTY. KENNETH D. TAMALA, MBA
City Legal Officer

¹ Sec. 455. Chief Executive: Powers, Duties and Compensation –

(b) (1) (vi) Represent the city in all its business transactions and sign in its behalf all bonds, contracts, and obligations, and such other documents upon authority of the sangguniang panglungsod or pursuant to law or ordinance;



Republic of the Philippines
 City of Cagayan de Oro
 City Hall, Ground Floor, Beside Police Station 1
 CITY EDUCATION AND DEVELOPMENT DEPARTMENT
 CITY SCHOLARSHIPS OFFICE

SECRETARY'S OFFICE

DATE: 10.4.2024

FILE NO: 8.38

BY: *[Signature]*



ENDORSEMENT

Date : 3 October 2024

For : **Atty. KENNETH O. TAMALA**
 City Legal Officer

Office : Office of the City Legal

<input type="checkbox"/> For approval	<input type="checkbox"/> For filing
<input type="checkbox"/> For comments and recommendations	<input checked="" type="checkbox"/> For appropriate action
<input type="checkbox"/> Please see me	<input type="checkbox"/> Others: _____

Atty Tamala,

Respectfully endorsing to your office, the following Memoranda of Agreement for scholarship program partnership:

- 1) Night School Program with the following schools
 - a. PHINMA-Cagayan de Oro
- 2) RISE-TVET Scholarship with the ff. TVET schools:
 - a. 1 and All Technical School
 - b. AMHARA Technical Training Institute
 - c. St. Joseph Technological Institute and Assessment Center
 - d. 4J & E Technical School
 - e. Zaide Ua-o Technical School and Assessment Center
 - f. Vineyard International Polytechnic College

Thank you so much!

[Signature]
RICHEL PETALCURIN-DAHAY
 Head

Building Dreams, One Scholar at a Time.

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between:

The **CITY GOVERNMENT OF CAGAYAN DE ORO**, represented by the City Mayor, **HON. ROLANDO "KLAREX" A. UY**, duly authorized for this purpose, with office located at 2nd Floor Executive Bldg., City Hall, Cagayan de Oro City (hereinafter referred to as the "**LGU CDO**");

-and-

FOUR J AND E TECHNICAL SCHOOL, INC., represented by Mr. **JAMES A. IÑIGO, PhD**, President, with office address at Max Suniel St., Carmen, Cagayan de Oro City, hereinafter referred to as "**TVI**".

WITNESSETH THAT:

WHEREAS, the LGU CDO is committed to providing educational opportunities and skills training to its residents through various scholarship programs to enhance employment prospects and support local industries;

WHEREAS, the TVI is a reputable learning service provider specializing in technical and vocational training, and is capable of delivering industry-relevant skills and knowledge to scholarship recipients;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I PURPOSE

The purpose of this MOA is to outline the terms and conditions under which the LGU CDO and the TVI will collaborate to implement the Relevant Industry Skills for Employment (RISE) Scholarship Program. This program aims to provide qualified residents of Cagayan de Oro with technical vocational training, culminating in the awarding of National Certificates (NC I and NC II).

ARTICLE II ROLES AND RESPONSIBILITIES

Section 1. The **LGU CDO**, through the Office of the City Education and Development Officer-City Scholarships Office ("**CSO**"), agrees to:

1. Administer the RISE TVET program and shoulder the training cost and national assessment fees of at least one (1) batch (25 scholarship slots) of trainees;
2. Ensure that scholarship recipients meet the following qualifications:

- a. Endorsed by the TVI;
 - b. Resident of Cagayan de Oro;
 - c. Registered with the COMELEC;
 - d. Classified as indigent.
3. Facilitate the endorsement process for qualified candidates;
 4. Promote awareness of the training programs within the community through various communication channels to ensure that potential beneficiaries are informed;
 5. Monitor the progress and performance of the scholarship recipients;
 6. Require scholarship recipients to complete return service on CSO-approved events and activities;
 7. Establish a feedback mechanism to gather input from trainees about their training experiences and outcomes, and use this information to improve future training programs;
 8. Collaborate with other government agencies, non-governmental organizations, and private sector partners to support the training and employment of trainees.

Section 2. TVI agrees to:

1. Provide a training program for in demand and hard-to-fill skills;
2. Manage the enrollment of trainees, including the accurate and timely input of all required information into the TESDA Training Management Information System (T2MIS);
3. Ensure the program meets industry standards and includes hands-on training in collaboration with partner industries;
4. Ensure 100% completion and certification rate of trainees;
5. Ensure 100% employment rate of completers within 6 months from training completion;
6. Ensure that the training programs are conducted in a timely manner and completed within the agreed schedule;
7. Facilitate, process and endorse the assessment and certification of trainees upon completion of the training programs;
8. Integrate industry trends and technological advancements in the programs;
9. Maintain high standards of training delivery to ensure the competency and employability of graduates;
10. Hire qualified and competent instructors who meet TESDA's certification requirements;
11. Ensure that training facilities and equipment meet TESDA's minimum requirements and industry standards;
12. Maintain and upgrade equipment to provide trainees with hands-on experience using current technologies;
13. Maintain accurate records of trainees' attendance, performance, and assessment results
14. Facilitate on-the-job training (OJT), Supervised Industry Learning (SIL), and employment opportunities for trainees through industry linkages;
15. Provide guidance and counseling services to support trainees' personal and professional development;

16. Provide periodic reports to the LGU CDO on the progress and performance of the scholarship recipients;
17. Pay for the assessment fees of trainees and bill the LGU at the end of the assessment. Per capita cost must not exceed TESDA's promulgated schedule of cost of the year of implementation.

ARTICLE III: MISCELLANEOUS PROVISIONS

Section 3: **No Employer-Employee Relationship.** This MOA does not create an employer-employee relationship between the LGU CDO and the TVI or the scholarship recipients.

Section 4: **Right to Revoke, Revise, Amend or Rescind.** The Parties reserve the right to revoke, revise, amend, or rescind this MOA upon mutual agreement, provided that such changes are made in writing and signed by authorized representatives of both parties.

Section 5: **Confidentiality.** The Parties agree to keep all information and data exchanged or created under this MOA confidential and shall not be disclosed to anyone unless expressly given consent by the data subject. The Parties agree to strictly observe the Data Privacy Act and be bound by the Data Sharing Agreement, herein attached as Annex "A", and made an integral part of this MOA.

Section 6: **Duration.** This partnership shall initially run for one (1) year from effectivity and may be renewed after successful review and evaluation of all Parties.

Section 7: **Amendment.** Any amendments to this MOA shall be made in writing and require the consent of all Parties.

Section 8: **Termination.** Any party may terminate this agreement with a written notice to the other parties at least three (3) months prior to the program completion of the existing batch. All parties shall ensure the orderly completion of ongoing activities and the arrangement or return of any shared resources.

Section 9: **Dispute Resolution.** In case of dispute between the Parties arising out of or relating to this Agreement, the Parties agree to exert efforts to amicably settle the same. Failing at which, the dispute shall be brought for resolution by the proper courts of Cagayan de Oro City, to the exclusion of all other venues.

Section 10. **Effectivity.** This agreement shall take effect immediately upon signing by all parties concerned and shall remain in force unless sooner terminated by mutual consent of the parties, in writing.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the ____ of _____ 2024 in Cagayan de Oro City, Philippines.

**CITY GOVERNMENT OF CAGAYAN
DE ORO**

**FOUR J AND E TECHNICAL SCHOOL,
INC.**

By:

By:

HON. ROLANDO "KLAREX" A. UY
City Mayor

MR. JAMES A IÑIGO, PhD
President

Witnesses:

HON. SUZETTE MAGTAJAS-DABA
Committee on Education Chairperson
Cagayan de Oro City

Four J and E Technical School, Inc.

**REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO) SS.**

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, personally appeared the following persons, with their respective government-issued identification as follows:

Name	Government ID and Number
Hon. Rolando "Klarex" A. Uy	
Mr. James A Iñigo, PhD	

All known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only 4 pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at Cagayan de Oro, Philippines.

NOTARY PUBLIC

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

DATA SHARING AGREEMENT

This **Data Sharing Agreement (DSA)** is entered into by and between the **CITY GOVERNMENT OF CAGAYAN DE ORO (LGU-CDO)** and **FOUR J AND E TECHNICAL SCHOOL, INC. (TVI)** to establish the content, use, and protection of data provided between the Parties in relation to the implementation of the Relevant Industry Skills for Employment-Technical and Vocational Education and Training (RISE-TVET) Scholarship Program.

I. Term

This Agreement shall be in effect for one (1) year in accordance with the term of the Memorandum of Agreement to which this Data Sharing Agreement is made an integral part.

II. Intended Use of Data

The following are the intended uses of the shared data:

- a. Student Identification, control, verification and screening
- b. Grouping or classification
- c. Statistical processing
- d. Conducting research for improvement of students' learning

III. Limitations on the use of data

Data disclosed by the scholars/students to or collected on behalf of either Party is the property of the Collecting Party, and shall only be used for the above-stated purposes and shall not be shared with third parties without the written permission/consent of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

Such data shall not be sold or used, internally or externally, and for any other purpose not directly related to services provided by the Parties in this Agreement without the written permission of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

IV. Data Security

Both parties shall exercise at least the same degree of care it uses with its own personal data and confidential information, but in no event less than reasonable care, to protect the personal data from misuse and unauthorized access or disclosure. It shall adapt reasonable administrative, physical, and technical measures to prevent loss, misuse and alteration of the information under its control.

V. Data Elements

Personal information shared between the Parties shall be limited to the data elements specifically defined and authorized by each Party. If the other Party needs to collect additional data, its authorized personnel must submit a request in writing to the other Party. Under no circumstances shall any Party collect any information classified as Sensitive or Confidential without the express written approval of the First/Second Party, the City Government of Cagayan de Oro and the data subject/s.

The data to be shared or collected shall be limited to the following elements:

- a. Scholar's/Student's Name (First Name, Middle Name/Initial, Last Name)
- b. Birthdate
- c. Age
- d. Gender
- e. Address
- f. COMELEC Registration
- g. Indigency Classification
- h. Contact Number and/or email address

Each party shall be responsible for securing consent from the patients to collect personal information and share these with the Other Party for referral purposes.

VI. Data Privacy Training

When there is an opportunity for the same, both Parties shall avail of any training for its personnel on internal security policies and procedures and on the Data Privacy Act, its Implementing Rules and Regulations, and National Privacy Commission Issuances to protect personal data.

VII. Breach Management

a. *Report.* Within twenty-four (24) hours of becoming aware of the unauthorized use or disclosure of the personal data or any security incident or possible security breach, the concerned Party shall promptly report the fact to the other party who shared the personal data. Both parties, shall, within seventy-two (72) hours from such occurrence, notify the National Privacy Commission and the concerned data subject in accordance with NPC Circular 16-03.

b. *Cooperation and Mitigation.* Both parties shall cooperate with any mediation that is necessary to:

1. Address any applicable reporting requirements, and
2. Mitigate any effects of such unauthorized use or disclosure of personal data or any security incident or possible security breach.

VIII. Amendments and Alterations to this Agreement

Parties may amend this Agreement by mutual consent, in writing, at any time.

IX. Termination of Services

In the event that the MOA is terminated, the other Party shall return to the Collecting Party, all data collected in the course of the MOA.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the _____ of _____ in Cagayan de Oro City, Philippines.

**CITY GOVERNMENT OF
CAGAYAN DE ORO**

**FOUR J AND E TECHNICAL SCHOOL,
INC.**

By:

By:

HON. ROLANDO "KLAREX" A. UY
City Mayor

MR. JAMES A IÑIGO, PhD
President

Signed in the Presence of:

SUZETTE MAGTAJAS-DABA
Committee on Education Chairperson

Four J and E Technical School, Inc.

REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, Philippines, personally appeared the following persons, with their respective government-issued identification as follows:

Name	Government Issued ID
HON. ROLANDO "KLAREX" A. UY	
MR. JAMES A IÑIGO, PhD	

All known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only 4 pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Cagayan de Oro, Philippines.

NOTARY PUBLIC

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



4 October 2024


**THE HONORABLE PRESIDING OFFICER and
THE HONORABLE MEMBERS OF THE SANGGUNIANG PANLUNGSOD,**
This City

SUBJECT: URGENT REQUEST FOR AN ORDINANCE AUTHORIZING CITY MAYOR ROLANDO "KLAREX" A. UY TO SIGN THE MEMORANDUM OF AGREEMENT ("MOA"), BETWEEN THE CITY GOVERNMENT OF CAGAYAN DE ORO AND ST. JOSEPH TECHNOLOGICAL INSTITUTE AND ASSESSMENT CENTER, INC. FOR THE IMPLEMENTATION OF THE RELEVANT INDUSTRY SKILLS ("RISE") SCHOLARSHIP PROGRAM.

LADIES AND GENTLEMEN:

This pertains to the Memorandum of Agreement ("MOA"), between the City Government of Cagayan de Oro and St. Joseph Technological Institute and Assessment Center, Inc. for the implementation of the Relevant Industry Skills ("RISE") Scholarship Program.

The Agreement seeks to establish the partnership and institutional cooperation between the parties to provide qualified residents of Cagayan de Oro with technical vocational training, culminating in the awarding of National Certificates (NC I and NC II).

The same is in line with the *Safety, Security, and Human Development* component of the City Government's  Agenda of which Education is given particular focus and emphasis.

Moreover, the above-mentioned MOA has been forwarded to and thoroughly reviewed and revised by the City Legal Office, which interposes no objection thereto.¹

For this reason, I am respectfully requesting the appropriate action of the Honorable Body, signified as *urgent*, authorizing the undersigned to sign the Memorandum of Agreement between the City Government of Cagayan de Oro and St. Joseph Technological Institute and Assessment Center, Inc.

Hoping for your favorable and prompt response to this request.

Thank you

Yours in service,

ROLANDO  A. UY
City Mayor


HON. JOCELYN BEEBOT B. RODRIGUEZ
CITY VICE MAYOR

OFFICE OF THE CITY MAYOR
CAGAYAN DE ORO

RECEIVED: 20/10/2024 2:52 PM
Com. No. _____
ACTION TAKEN _____

Date: _____
SECRETARY: _____
CITY SECRETARY

For To UR as urgent

¹ Please see herein-attached legal opinion dated 4 October 2024  reference.



4 October 2024

RICHEL PETALCURIN-DAHAY

Head
City Education and Development Department-
City Scholarships Office

Dear Madam,

Greetings!

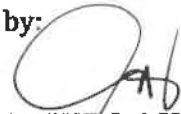
This is in response to your endorsement seeking review and opinion on the herewith attached Memorandum of Agreement between the City Government of Cagayan de Oro and St. Joseph Technological Institute and Assessment Center, Inc. for the implementation of the City's Relevant Industry Skills for Employment (RISE) Scholarship Program.

In this connection, kindly be informed that this Office has thoroughly reviewed the aforementioned agreement and finds the same to be in legal order and, thus, poses no legal objection thereto.

Accordingly, this Office recommends that said *Memorandum of Agreement* be duly forwarded to the Honorable Members of the City Council for their favorable consideration, with a request for an Ordinance authorizing the City Mayor to enter into and sign the same, pursuant to Sec. 455 (b) (1) (vi)¹ of the Local Government Code.

For your guidance and appropriate action.

Prepared by:


ATTY. RACHIENE C. AGUHOB
Attorney IV

Reviewed by:


ATTY. KENNETH O. TAMALA, MBA
City Legal Officer

¹ Sec. 455. Chief Executive: Powers, Duties and Compensation --

(b) (1) (vi) Represent the city in all its business transactions and sign in its behalf all bonds, contracts, and obligations, and such other documents upon authority of the sangguniang panglungsod or pursuant to law or ordinance;



Republic of the Philippines
 City of Cagayan de Oro
 City Hall, Ground Floor, Beside Police Station 1
 CITY EDUCATION AND DEVELOPMENT DEPARTMENT
 CITY SCHOLARSHIPS OFFICE

CITY LEGAL OFFICE

DATE: 10.4.2024

TIME: 8:30

BY: *[Signature]*

ENDORSEMENT

Date : 3 October 2024

For : **Atty. KENNETH O. TAMALA**
 City Legal Officer

Office : Office of the City Legal

<input type="checkbox"/> For approval	<input type="checkbox"/> For filing
<input type="checkbox"/> For comments and recommendations	<input checked="" type="checkbox"/> For appropriate action
<input type="checkbox"/> Please see me	<input type="checkbox"/> Others: _____

Atty Tamala,

Respectfully endorsing to your office, the following **Memoranda of Agreement** for scholarship program partnership:

- 1) Night School Program with the following schools
 - a. PHINMA-Cagayan de Oro
- 2) RISE-TVET Scholarship with the ff. TVET schools:
 - a. 1 and All Technical School
 - b. AMHARA Technical Training Institute
 - c. **St. Joseph Technological Institute and Assessment Center**
 - d. 4J & E Technical School
 - e. Zaide Ua-o Technical School and Assessment Center
 - f. Vineyard International Polytechnic College

Thank you so much!

[Signature]
RICHEL PETALCURIN-DAHAY
 Head

Building Dreams, One Scholar at a Time.

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between:

The **CITY GOVERNMENT OF CAGAYAN DE ORO**, represented by the City Mayor, **HON. ROLANDO "KLAREX" A. UY**, duly authorized for this purpose, with office located at 2nd Floor Executive Bldg., City Hall, Cagayan de Oro City (hereinafter referred to as the "**LGU CDO**");

-and-

ST. JOSEPH TECHNOLOGICAL INSTITUTE & ASSESSMENT CENTER, INC., represented by **Engr. EDUARDO QUIJANO**, President, with office address at Zone 4 Agusan, Cagayan de Oro City, hereinafter referred to as "**TVI**").

WITNESSETH THAT:

WHEREAS, the LGU CDO is committed to providing educational opportunities and skills training to its residents through various scholarship programs to enhance employment prospects and support local industries;

WHEREAS, the TVI is a reputable learning service provider specializing in technical and vocational training, and is capable of delivering industry-relevant skills and knowledge to scholarship recipients;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I PURPOSE

The purpose of this MOA is to outline the terms and conditions under which the LGU CDO and the TVI will collaborate to implement the Relevant Industry Skills for Employment (RISE) Scholarship Program. This program aims to provide qualified residents of Cagayan de Oro with technical vocational training, culminating in the awarding of National Certificates (NC I and NC II).

ARTICLE II ROLES AND RESPONSIBILITIES

Section 1. **The LGU CDO**, through the Office of the City Education and Development Officer-City Scholarships Office ("**CSO**"), agrees to:

1. Administer the RISE TVET program and shoulder the training cost and national assessment fees of at least one (1) batch (25 scholarship slots) of trainees;
2. Ensure that scholarship recipients meet the following qualifications:

- a. Endorsed by the TVI;
 - b. Resident of Cagayan de Oro;
 - c. Registered with the COMELEC;
 - d. Classified as indigent.
3. Facilitate the endorsement process for qualified candidates;
 4. Promote awareness of the training programs within the community through various communication channels to ensure that potential beneficiaries are informed;
 5. Monitor the progress and performance of the scholarship recipients;
 6. Require scholarship recipients to complete return service on CSO-approved events and activities;
 7. Establish a feedback mechanism to gather input from trainees about their training experiences and outcomes, and use this information to improve future training programs;
 8. Collaborate with other government agencies, non-governmental organizations, and private sector partners to support the training and employment of trainees.

Section 2. TVI agrees to:

1. Provide a training program for in demand and hard-to-fill skills;
2. Manage the enrollment of trainees, including the accurate and timely input of all required information into the TESDA Training Management Information System (T2MIS);
3. Ensure the program meets industry standards and includes hands-on training in collaboration with partner industries;
4. Ensure 100% completion and certification rate of trainees;
5. Ensure 100% employment rate of completers within 6 months from training completion;
6. Ensure that the training programs are conducted in a timely manner and completed within the agreed schedule;
7. Facilitate, process and endorse the assessment and certification of trainees upon completion of the training programs;
8. Integrate industry trends and technological advancements in the programs;
9. Maintain high standards of training delivery to ensure the competency and employability of graduates;
10. Hire qualified and competent instructors who meet TESDA's certification requirements;
11. Ensure that training facilities and equipment meet TESDA's minimum requirements and industry standards;
12. Maintain and upgrade equipment to provide trainees with hands-on experience using current technologies;
13. Maintain accurate records of trainees' attendance, performance, and assessment results
14. Facilitate on-the-job training (OJT), Supervised Industry Learning (SIL), and employment opportunities for trainees through industry linkages;
15. Provide guidance and counseling services to support trainees' personal and professional development;

16. Provide periodic reports to the LGU CDO on the progress and performance of the scholarship recipients;
17. Pay for the assessment fees of trainees and bill the LGU at the end of the assessment. Per capita cost must not exceed TESDA's promulgated schedule of cost of the year of implementation.

ARTICLE III: MISCELLANEOUS PROVISIONS

Section 3: **No Employer-Employee Relationship.** This MOA does not create an employer-employee relationship between the LGU CDO and the TVI or the scholarship recipients.

Section 4: **Right to Revoke, Revise, Amend or Rescind.** The Parties reserve the right to revoke, revise, amend, or rescind this MOA upon mutual agreement, provided that such changes are made in writing and signed by authorized representatives of both parties.

Section 5: **Confidentiality.** The Parties agree to keep all information and data exchanged or created under this MOA confidential and shall not be disclosed to anyone unless expressly given consent by the data subject. The Parties agree to strictly observe the Data Privacy Act and be bound by the Data Sharing Agreement, herein attached as Annex "A", and made an integral part of this MOA.

Section 6: **Duration.** This partnership shall initially run for one (1) year from effectivity and may be renewed after successful review and evaluation of all Parties.

Section 7: **Amendment.** Any amendments to this MOA shall be made in writing and require the consent of all Parties.

Section 8: **Termination.** Any party may terminate this agreement with a written notice to the other parties at least three (3) months prior to the program completion of the existing batch. All parties shall ensure the orderly completion of ongoing activities and the arrangement or return of any shared resources.

Section 9: **Dispute Resolution.** In case of dispute between the Parties arising out of or relating to this Agreement, the Parties agree to exert efforts to amicably settle the same. Failing at which, the dispute shall be brought for resolution by the proper courts of Cagayan de Oro City, to the exclusion of all other venues.

Section 10: **Effectivity.** This agreement shall take effect immediately upon signing by all parties concerned and shall remain in force unless sooner terminated by mutual consent of the parties, in writing.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the _____ of _____ 2024 in Cagayan de Oro City, Philippines.

**CITY GOVERNMENT OF CAGAYAN
DE ORO**

**ST. JOSEPH TECHNOLOGICAL
INSTITUTE AND ASSESSMENT
CENTER, INC.**

By:

By:

HON. ROLANDO "KLAREX" A. UY
City Mayor

Engr. EDUARDO QUIJANO
President

Witnesses:

HON. SUZETTE MAGTAJAS-DABA
Committee on Education Chairperson
Cagayan de Oro City

St. Joseph Technological Institute &
Assessment Center, Inc.

**REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO) SS.**

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, personally appeared the following persons, with their respective government-issued identification as follows:

Name	Government ID and Number
Hon. Rolando "Klarex" A. Uy	
Engr. Eduardo Quijano	

All known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only 4 pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at Cagayan de Oro, Philippines.

NOTARY PUBLIC

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

DATA SHARING AGREEMENT

This **Data Sharing Agreement (DSA)** is entered into by and between the **CITY GOVERNMENT OF CAGAYAN DE ORO (LGU-CDO)** and **ST. JOSEPH TECHNOLOGICAL INSTITUTE & ASSESSMENT CENTER, INC. (TVI)** to establish the content, use, and protection of data provided between the Parties in relation to the implementation of the Relevant Industry Skills for Employment-Technical and Vocational Education and Training (RISE-TVET) Scholarship Program.

I. Term

This Agreement shall be in effect for one (1) year in accordance with the term of the Memorandum of Agreement to which this Data Sharing Agreement is made an integral part.

II. Intended Use of Data

The following are the intended uses of the shared data:

- a. Student Identification, control, verification and screening
- b. Grouping or classification
- c. Statistical processing
- d. Conducting research for improvement of students' learning

III. Limitations on the use of data

Data disclosed by the scholars/students to or collected on behalf of either Party is the property of the Collecting Party, and shall only be used for the above-stated purposes and shall not be shared with third parties without the written permission/consent of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

Such data shall not be sold or used, internally or externally, and for any other purpose not directly related to services provided by the Parties in this Agreement without the written permission of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

IV. Data Security

Both parties shall exercise at least the same degree of care it uses with its own personal data and confidential information, but in no event less than reasonable care, to protect the personal data from misuse and unauthorized access or disclosure. It shall adapt reasonable administrative, physical, and technical measures to prevent loss, misuse and alteration of the information under its control.

V. Data Elements

Personal information shared between the Parties shall be limited to the data elements specifically defined and authorized by each Party. If the other Party needs to collect additional data, its authorized personnel must submit a request in writing to the other Party. Under no circumstances shall any Party collect any information classified as Sensitive or Confidential without the express written approval of the First/Second Party, the City Government of Cagayan de Oro and the data subject/s.

The data to be shared or collected shall be limited to the following elements:

- a. Scholar's/Student's Name (First Name, Middle Name/Initial, Last Name)
- b. Birthdate
- c. Age
- d. Gender
- e. Address
- f. COMELEC Registration
- g. Indigency Classification
- h. Contact Number and/or email address

Each party shall be responsible for securing consent from the patients to collect personal information and share these with the Other Party for referral purposes.

VI. Data Privacy Training

When there is an opportunity for the same, both Parties shall avail of any training for its personnel on internal security policies and procedures and on the Data Privacy Act, its Implementing Rules and Regulations, and National Privacy Commission Issuances to protect personal data.

VII. Breach Management

a. *Report.* Within twenty-four (24) hours of becoming aware of the unauthorized use or disclosure of the personal data or any security incident or possible security breach, the concerned Party shall promptly report the fact to the other party who shared the personal data. Both parties, shall, within seventy-two (72) hours from such occurrence, notify the National Privacy Commission and the concerned data subject in accordance with NPC Circular 16-03.

b. *Cooperation and Mitigation.* Both parties shall cooperate with any mediation that is necessary to:

1. Address any applicable reporting requirements, and
2. Mitigate any effects of such unauthorized use or disclosure of personal data or any security incident or possible security breach.

VIII. Amendments and Alterations to this Agreement

Parties may amend this Agreement by mutual consent, in writing, at any time.

IX. Termination of Services

In the event that the MOA is terminated, the other Party shall return to the Collecting Party, all data collected in the course of the MOA.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the _____ of _____ in Cagayan de Oro City, Philippines.

**CITY GOVERNMENT OF
CAGAYAN DE ORO**

**ST. JOSEPH TECHNOLOGICAL
INSTITUTE & ASSESSMENT CENTER,
INC.**

By:

By:

HON. ROLANDO "KLAREX" A. UY
City Mayor

Engr. EDUARDO QUIJANO
School President

Signed in the Presence of:

SUZETTE MAGTAJAS-DABA
Committee on Education Chairperson

St. Joseph Technological Institute &
Assessment Center, Inc.

REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, Philippines, personally appeared the following persons, with their respective government-issued identification as follows:

Name	Government Issued ID
HON. ROLANDO "KLAREX" A. UY	
Engr. EDUARDO QUIJANO	

All known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only 4 pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Cagayan de Oro, Philippines.

NOTARY PUBLIC

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



4 October 2024


**THE HONORABLE PRESIDING OFFICER and
THE HONORABLE MEMBERS OF THE SANGGUNIANG PANLUNGSOD,**
This City

SUBJECT: URGENT REQUEST FOR AN ORDINANCE AUTHORIZING CITY MAYOR ROLANDO "KLAREX" A. UY TO SIGN THE MEMORANDUM OF AGREEMENT ("MOA"), BETWEEN THE CITY GOVERNMENT OF CAGAYAN DE ORO AND VINEYARD INTERNATIONAL POLYTECHNIC COLLEGE, INC. FOR THE IMPLEMENTATION OF THE RELEVANT INDUSTRY SKILLS ("RISE") SCHOLARSHIP PROGRAM.

LADIES AND GENTLEMEN:

This pertains to the Memorandum of Agreement ("MOA"), between the City Government of Cagayan de Oro and Vineyard International Polytechnic College, Inc. for the implementation of the Relevant Industry Skills ("RISE") Scholarship Program.

The Agreement seeks to establish the partnership and institutional cooperation between the parties to provide qualified residents of Cagayan de Oro with technical vocational training, culminating in the awarding of National Certificates (NC I and NC II).

The same is in line with the *Safety, Security, and Human Development* component of the City Government's  Agenda of which Education is given particular focus and emphasis.

Moreover, the above-mentioned MOA has been forwarded to and thoroughly reviewed and revised by the City Legal Office, which interposes no objection thereto.¹

For this reason, I am respectfully requesting the appropriate action of the Honorable Body, signified as *urgent*, authorizing the undersigned to sign the Memorandum of Agreement between the City Government of Cagayan de Oro and Vineyard International Polytechnic College, Inc.

Hoping for your favorable and prompt response to this request.

Thank you.

Yours in service,

ROLANDO
City Mayor

Klarex
UY
KLAREX
UY

HON. JOCELYN "BENOT" B. RODRIGUEZ
CITY VICE MAYOR

Republic of the Philippines City of Cagayan de Oro OFFICE OF THE CITY COUNCIL	
Date RECEIVED: <i>20241004</i>	Time: <i>2:38 PM</i>
By: <i>gil arroyo</i>	Comm. No. _____
ACTION TAKEN	
<i>Send to CR as urgent</i>	
Date: _____	By: ALFONSO S. DE SAN MIGUEL City Council Secretary
SIGN HERE	
REMARKS	

¹ Please see herein-attached legal opinion dated 4 October 2024 for your reference.



4 October 2024

RICHEL PETALCURIN-DAHAY
Head
City Education and Development Department-
City Scholarships Office

Dear Madam,

Greetings!


This is in response to your endorsement seeking review and opinion on the herewith attached Memorandum of Agreement between the City Government of Cagayan de Oro and Vineyard International Polytechnic College, Inc. for the implementation of the City's Relevant Industry Skills for Employment (RISE) Scholarship Program.

In this connection, kindly be informed that this Office has thoroughly reviewed the aforementioned agreement and finds the same to be in legal order and, thus, poses no legal objection thereto.

Accordingly, this Office recommends that said *Memorandum of Agreement* be duly forwarded to the Honorable Members of the City Council for their favorable consideration, with a request for an Ordinance authorizing the City Mayor to enter into and sign the same, pursuant to Sec. 455 (b) (1) (vi)¹ of the Local Government Code.

For your guidance and appropriate action.

Prepared by:


ATTY. RACHIENE C. AGUHOB
Attorney IV

Reviewed by:


ATTY. KENNETH O. TAMALA, MBA
City Legal Officer

¹ Sec. 455. Chief Executive: Powers, Duties and Compensation –

(b) (1) (vi) Represent the city in all its business transactions and sign in its behalf all bonds, contracts, and obligations, and such other documents upon authority of the sangguniang panglungsod or pursuant to law or ordinance;



Republic of the Philippines
 City of Cagayan de Oro
 City Hall, Ground Floor, Beside Police Station 1
 CITY EDUCATION AND DEVELOPMENT DEPARTMENT
 CITY SCHOLARSHIPS OFFICE

CITY LEGAL OFFICE



DATE: 10.4.2024
 TIME: 8:28
 BY: [Signature]

ENDORSEMENT

Date : 3 October 2024

For : **Atty. KENNETH O. TAMALA**
 City Legal Officer

Office : Office of the City Legal

<input type="checkbox"/> For approval	<input type="checkbox"/> For filing
<input type="checkbox"/> For comments and recommendations	<input checked="" type="checkbox"/> For appropriate action
<input type="checkbox"/> Please see me	<input type="checkbox"/> Others: _____

Atty Tamala,

Respectfully endorsing to your office, the following Memoranda of Agreement for scholarship program partnership:

- 1) Night School Program with the following schools
 - a. PHINMA-Cagayan de Oro
- 2) RISE-TVET Scholarship with the ff. TVET schools:
 - a. 1 and All Technical School
 - b. AMHARA Technical Training Institute
 - c. St. Joseph Technological Institute and Assessment Center
 - d. 4J & E Technical School
 - e. Zaide Ua-o Technical School and Assessment Center
 - f. Vineyard International Polytechnic College

Thank you so much!

[Signature]
RICHEL PETALCURIN-DAHAY
 Head

Building Dreams, One Scholar at a Time.

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between:

The **CITY GOVERNMENT OF CAGAYAN DE ORO**, represented by the City Mayor, **HON. ROLANDO "KLAREX" A. UY**, duly authorized for this purpose, with office located at 2nd Floor Executive Bldg., City Hall, Cagayan de Oro City (hereinafter referred to as the "**LGU CDO**");

-and-

VINEYARD INTERNATIONAL POLYTECHNIC COLLEGE, INC., represented by **Mr. KRISTIANE ANTON P. PADILLA**, President, with office address at Prince Padi Bldg., A. Luna St., Mabulay Subd., Cagayan de Oro City, hereinafter referred to as "**TVI**").

WITNESSETH THAT:

WHEREAS, the LGU CDO is committed to providing educational opportunities and skills training to its residents through various scholarship programs to enhance employment prospects and support local industries;

WHEREAS, the TVI is a reputable learning service provider specializing in technical and vocational training, and is capable of delivering industry-relevant skills and knowledge to scholarship recipients;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I PURPOSE

The purpose of this MOA is to outline the terms and conditions under which the LGU CDO and the TVI will collaborate to implement the Relevant Industry Skills for Employment (RISE) Scholarship Program. This program aims to provide qualified residents of Cagayan de Oro with technical vocational training, culminating in the awarding of National Certificates (NC I and NC II).

ARTICLE II ROLES AND RESPONSIBILITIES

Section 1. The **LGU CDO**, through the Office of the City Education and Development Officer-City Scholarships Office ("**CSO**"), agrees to:

1. Administer the RISE TVET program and shoulder the training cost and national assessment fees of at least one (1) batch (25 scholarship slots) of trainees;
2. Ensure that scholarship recipients meet the following qualifications:

- a. Endorsed by the TVI;
 - b. Resident of Cagayan de Oro;
 - c. Registered with the COMELEC;
 - d. Classified as indigent.
3. Facilitate the endorsement process for qualified candidates;
 4. Promote awareness of the training programs within the community through various communication channels to ensure that potential beneficiaries are informed;
 5. Monitor the progress and performance of the scholarship recipients;
 6. Require scholarship recipients to complete return service on CSO-approved events and activities;
 7. Establish a feedback mechanism to gather input from trainees about their training experiences and outcomes, and use this information to improve future training programs;
 8. Collaborate with other government agencies, non-governmental organizations, and private sector partners to support the training and employment of trainees.

Section 2. TVI agrees to:

1. Provide a training program for in demand and hard-to-fill skills;
2. Manage the enrollment of trainees, including the accurate and timely input of all required information into the TESDA Training Management Information System (T2MIS);
3. Ensure the program meets industry standards and includes hands-on training in collaboration with partner industries;
4. Ensure 100% completion and certification rate of trainees;
5. Ensure 100% employment rate of completers within 6 months from training completion;
6. Ensure that the training programs are conducted in a timely manner and completed within the agreed schedule;
7. Facilitate, process and endorse the assessment and certification of trainees upon completion of the training programs;
8. Integrate industry trends and technological advancements in the programs;
9. Maintain high standards of training delivery to ensure the competency and employability of graduates;
10. Hire qualified and competent instructors who meet TESDA's certification requirements;
11. Ensure that training facilities and equipment meet TESDA's minimum requirements and industry standards;
12. Maintain and upgrade equipment to provide trainees with hands-on experience using current technologies;
13. Maintain accurate records of trainees' attendance, performance, and assessment results
14. Facilitate on-the-job training (OJT), Supervised Industry Learning (SIL), and employment opportunities for trainees through industry linkages;
15. Provide guidance and counseling services to support trainees' personal and professional development;

16. Provide periodic reports to the LGU CDO on the progress and performance of the scholarship recipients;
17. Pay for the assessment fees of trainees and bill the LGU at the end of the assessment. Per capita cost must not exceed TESDA's promulgated schedule of cost of the year of implementation.

ARTICLE III: MISCELLANEOUS PROVISIONS

Section 3: No Employer-Employee Relationship. This MOA does not create an employer-employee relationship between the LGU CDO and the TVI or the scholarship recipients.

Section 4: Right to Revoke, Revise, Amend or Rescind. The Parties reserve the right to revoke, revise, amend, or rescind this MOA upon mutual agreement, provided that such changes are made in writing and signed by authorized representatives of both parties.

Section 5: Confidentiality. The Parties agree to keep all information and data exchanged or created under this MOA confidential and shall not be disclosed to anyone unless expressly given consent by the data subject. The Parties agree to strictly observe the Data Privacy Act and be bound by the Data Sharing Agreement, herein attached as Annex "A", and made an integral part of this MOA.

Section 6: Duration. This partnership shall initially run for one (1) year from effectivity and may be renewed after successful review and evaluation of all Parties.

Section 7: Amendment. Any amendments to this MOA shall be made in writing and require the consent of all Parties.

Section 8: Termination. Any party may terminate this agreement with a written notice to the other parties at least three (3) months prior to the program completion of the existing batch. All parties shall ensure the orderly completion of ongoing activities and the arrangement or return of any shared resources.

Section 9: Dispute Resolution. In case of dispute between the Parties arising out of or relating to this Agreement, the Parties agree to exert efforts to amicably settle the same. Failing at which, the dispute shall be brought for resolution by the proper courts of Cagayan de Oro City, to the exclusion of all other venues.

Section 10. Effectivity. This agreement shall take effect immediately upon signing by all parties concerned and shall remain in force unless sooner terminated by mutual consent of the parties, in writing.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the _____ of _____ 2024 in Cagayan de Oro City, Philippines.

**CITY GOVERNMENT OF
CAGAYAN DE ORO**

**VINEYARD INTERNATIONAL
POLYTECHNIC COLLEGE, INC.**

By:

By:

HON. ROLANDO "KLAREX" A. UY
City Mayor

Mr. KRISTIANE ANTON P. PADILLA
President

Witnesses:

HON. SUZETTE MAGTAJAS-DABA
Committee on Education Chairperson
Cagayan de Oro City

Vineyard International
Polytechnic College, Inc.

**REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO) SS.**

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, personally appeared the following persons, with their respective government-issued identification as follows:

Name	Government ID and Number
Hon. Rolando "Klarex" A. Uy	
Mr. Kristiane Anton P. Padilla	

All known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only 4 pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at Cagayan de Oro, Philippines.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
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Series of _____.

DATA SHARING AGREEMENT

This Data Sharing Agreement (DSA) is entered into by and between the CITY GOVERNMENT OF CAGAYAN DE ORO (LGU-CDO) and VINEYARD INTERNATIONAL POLYTECHNIC COLLEGE, INC. (TVI) to establish the content, use, and protection of data provided between the Parties in relation to the implementation of the Relevant Industry Skills for Employment-Technical and Vocational Education and Training (RISE-TVET) Scholarship Program.

I. Term

This Agreement shall be in effect for one (1) year in accordance with the term of the Memorandum of Agreement to which this Data Sharing Agreement is made an integral part.

II. Intended Use of Data

The following are the intended uses of the shared data:

- a. Student Identification, control, verification and screening
- b. Grouping or classification
- c. Statistical processing
- d. Conducting research for improvement of students' learning

III. Limitations on the use of data

Data disclosed by the scholars/students to or collected on behalf of either Party is the property of the Collecting Party, and shall only be used for the above-stated purposes and shall not be shared with third parties without the written permission/consent of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

Such data shall not be sold or used, internally or externally, and for any other purpose not directly related to services provided by the Parties in this Agreement without the written permission of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

IV. Data Security

Both parties shall exercise at least the same degree of care it uses with its own personal data and confidential information, but in no event less than reasonable care, to protect the personal data from misuse and unauthorized access or disclosure. It shall adapt reasonable administrative, physical, and technical measures to prevent loss, misuse and alteration of the information under its control.

V. Data Elements

Personal information shared between the Parties shall be limited to the data elements specifically defined and authorized by each Party. If the other Party needs to collect additional data, its authorized personnel must submit a request in writing to the other Party. Under no circumstances shall any Party collect any information classified as Sensitive or Confidential without the express written approval of the First/Second Party, the City Government of Cagayan de Oro and the data subject/s.

The data to be shared or collected shall be limited to the following elements:

- a. Scholar's/Student's Name (First Name, Middle Name/Initial, Last Name)
- b. Birthdate
- c. Age
- d. Gender
- e. Address
- f. COMELEC Registration
- g. Indigency Classification
- h. Contact Number and/or email address

Each party shall be responsible for securing consent from the patients to collect personal information and share these with the Other Party for referral purposes.

VI. Data Privacy Training

When there is an opportunity for the same, both Parties shall avail of any training for its personnel on internal security policies and procedures and on the Data Privacy Act, its Implementing Rules and Regulations, and National Privacy Commission Issuances to protect personal data.

VII. Breach Management

a. *Report.* Within twenty-four (24) hours of becoming aware of the unauthorized use or disclosure of the personal data or any security incident or possible security breach, the concerned Party shall promptly report the fact to the other party who shared the personal data. Both parties, shall, within seventy-two (72) hours from such occurrence, notify the National Privacy Commission and the concerned data subject in accordance with NPC Circular 16-03.

b. *Cooperation and Mitigation.* Both parties shall cooperate with any mediation that is necessary to:

1. Address any applicable reporting requirements, and
2. Mitigate any effects of such unauthorized use or disclosure of personal data or any security incident or possible security breach.

VIII. Amendments and Alterations to this Agreement

Parties may amend this Agreement by mutual consent, in writing, at any time.

IX. Termination of Services

In the event that the MOA is terminated, the other Party shall return to the Collecting Party, all data collected in the course of the MOA.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the _____ of _____ in Cagayan de Oro City, Philippines.

**CITY GOVERNMENT OF
CAGAYAN DE ORO**

**VINEYARD INTERNATIONAL
POLYTECHNIC COLLEGE, INC.**

By:

By:

HON. ROLANDO "KLAREX" A. UY
City Mayor

Mr. KRISTIANE ANTON P. PADILLA
President

Signed in the Presence of:

SUZETTE MAGTAJAS-DABA
Committee on Education Chairperson

Vineyard International
Polytechnic College, Inc.

REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, Philippines, personally appeared the following persons, with their respective government-issued identification as follows:

Name	Government Issued ID
HON. ROLANDO "KLAREX" A. UY	
Mr. KRISTIANE ANTON P. PADILLA	

All known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only 4 pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Cagayan de Oro, Philippines.

NOTARY PUBLIC

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4 October 2024

**THE HONORABLE PRESIDING OFFICER and
THE HONORABLE MEMBERS OF THE SANGGUNIANG PANLUNGSOD,**
This City

SUBJECT: URGENT REQUEST FOR AN ORDINANCE AUTHORIZING CITY MAYOR ROLANDO "KLAREX" A. UY TO SIGN THE MEMORANDUM OF AGREEMENT ("MOA"), BETWEEN THE CITY GOVERNMENT OF CAGAYAN DE ORO AND ZAIDE UA-O TECHNICAL SCHOOL AND ASSESSMENT CENTER, INC. FOR THE IMPLEMENTATION OF THE RELEVANT INDUSTRY SKILLS ("RISE") SCHOLARSHIP PROGRAM.

LADIES AND GENTLEMEN:

This pertains to the Memorandum of Agreement ("MOA"), between the City Government of Cagayan de Oro and Zaide Ua-o Technical School and Assessment Center, Inc. for the implementation of the Relevant Industry Skills ("RISE") Scholarship Program.

The Agreement seeks to establish the partnership and institutional cooperation between the parties to provide qualified residents of Cagayan de Oro with technical vocational training, culminating in the awarding of National Certificates (NC I and NC II).

The same is in line with the *Safety, Security, and Human Development* component of the City Government's **RISE** Agenda of which Education is given particular focus and emphasis.

Moreover, the above-mentioned MOA has been forwarded to and thoroughly reviewed and revised by the City Legal Office, which interposes no objection thereto.¹

For this reason, I am respectfully requesting the appropriate action of the Honorable Body, signified as *urgent*, authorizing the undersigned to sign the Memorandum of Agreement between the City Government of Cagayan de Oro and Zaide Ua-o Technical School and Assessment Center, Inc.

Hoping for your favorable and prompt response to this request.

Thank you.

Yours in service,

HON. JOCELYN B. BOSTO B. RODRIGUEZ
CITY VICE MAYOR

ROLANDO Klarex A. UY
City Mayor

OFFICE OF THE CITY CLERK CITY OF CAGAYAN DE ORO OFFICE OF THE CITY COUNCIL	
RECEIVED: 2024/10/04	Time: 2:18 PM
By: [Signature]	Comm. No.
ACTION TAKEN	
[Handwritten: JUD to CR 28 urgent]	
Date: [Handwritten: 10/04/24]	[Handwritten: S. DE SAN MIGUEL]
City Council Secretary	
REMARKS	

¹ Please see here n-attached legal opinion dated 4 October 2024 for your reference.



4 October 2024

RICHEL PETALCURIN-DAHAY

Head
City Education and Development Department-
City Scholarships Office

Dear Madam,

Greetings!

This is in response to your endorsement seeking review and opinion on the herewith attached Memorandum of Agreement between the City Government of Cagayan de Oro and Zaide Ua-o Technical School and Assessment Center, Inc. for the implementation of the City's Relevant Industry Skills for Employment (RISE) Scholarship Program.

In this connection, kindly be informed that this Office has thoroughly reviewed the aforementioned agreement and finds the same to be in legal order and, thus, poses no legal objection thereto.

Accordingly, this Office recommends that said *Memorandum of Agreement* be duly forwarded to the Honorable Members of the City Council for their favorable consideration, with a request for an Ordinance authorizing the City Mayor to enter into and sign the same, pursuant to Sec. 455 (b) (1) (vi)¹ of the Local Government Code.

For your guidance and appropriate action.

Prepared by:


ATTY. RACHIENE C. AGUHOB
Attorney IV

Reviewed by:


ATTY. KENNETH O. TAMALA, MBA
City Legal Officer

¹ Sec. 455. Chief Executive: Powers, Duties and Compensation –

(b) (1) (vi) Represent the city in all its business transactions and sign in its behalf all bonds, contracts, and obligations, and such other documents upon authority of the sangguniang panglungsod or pursuant to law or ordinance;



Republic of the Philippines
 City of Cagayan de Oro
 City Hall, Ground Floor, Beside Police Station 1
 CITY EDUCATION AND DEVELOPMENT DEPARTMENT
 CITY SCHOLARSHIPS OFFICE

RECEIVED
 10.4.2024
 8:30
 RIS
 ENDORSEMENT

Date : 3 October 2024

For : **Atty. KENNETH O. TAMALA**
 City Legal Officer

Office : Office of the City Legal

<input type="checkbox"/> For approval	<input type="checkbox"/> For filing
<input type="checkbox"/> For comments and recommendations	<input checked="" type="checkbox"/> For appropriate action
<input type="checkbox"/> Please see me	<input type="checkbox"/> Others: _____

Atty Tamala,

Respectfully endorsing to your office, the following Memoranda of Agreement for scholarship program partnership:

- 1) Night School Program with the following schools
 - a. PHINMA-Cagayan de Oro
- 2) RISE-TVET Scholarship with the ff. TVET schools:
 - a. 1 and All Technical School
 - b. AMHARA Technical Training Institute
 - c. St. Joseph Technological Institute and Assessment Center
 - d. 4J & E Technical School
 - e. Zaide Ua-o Technical School and Assessment Center
 - f. Vineyard International Polytechnic College

Thank you so much!

RICHEL PETALCURIN-DAHAY
 Head

Building Dreams, One Scholar at a Time.

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between:

The **CITY GOVERNMENT OF CAGAYAN DE ORO**, represented by City Mayor, **HON. ROLANDO "KLAREX" A. UY**, duly authorized for this purpose, with office located at 2nd Floor Executive Bldg., City Hall, Cagayan de Oro City (hereinafter referred to as the "**LGU CDO**");

-and-

ZAIDE UA-O TECHNICAL SCHOOL AND ASSESSMENT CENTER, INC., represented by the School President, **Mr. ROBIN LOUIE B. UA-O**, with office address at Zone 5 Kauswagan, Cagayan de Oro City (hereinafter referred to as "**TVI**").

WITNESSETH THAT:

WHEREAS, the LGU CDO is committed to providing educational opportunities and skills training to its residents through various scholarship programs to enhance employment prospects and support local industries;

WHEREAS, the TVI is a reputable learning service provider specializing in technical and vocational training, and is capable of delivering industry-relevant skills and knowledge to scholarship recipients;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I PURPOSE

The purpose of this MOA is to outline the terms and conditions under which the LGU CDO and the TVI will collaborate to implement the Relevant Industry Skills for Employment (RISE) Scholarship Program. This program aims to provide qualified residents of Cagayan de Oro with technical training in automotive technology, culminating in the awarding of National Certificates (NC I and NC II).

ARTICLE II ROLES AND RESPONSIBILITIES

Section 1. **The LGU CDO**, through the Office of the City Education and Development Officer-City Scholarships Office ("CSO"), agrees to:

1. Administer the RISE TVET program and shoulder the training cost and national assessment fees of at least one (1) batch (25 scholarship slots) of trainees;
2. Ensure that scholarship recipients meet the following qualifications:

- a. Endorsed by the TVI;
 - b. Resident of Cagayan de Oro;
 - c. Registered with the COMELEC;
 - d. Classified as indigent.
3. Facilitate the endorsement process for qualified candidates;
 4. Promote awareness of the training programs within the community through various communication channels to ensure that potential beneficiaries are informed;
 5. Monitor the progress and performance of the scholarship recipients;
 6. Require scholarship recipients to complete return service on CSO-approved events and activities;
 7. Establish a feedback mechanism to gather input from trainees about their training experiences and outcomes, and use this information to improve future training programs;
 8. Collaborate with other government agencies, non-governmental organizations, and private sector partners to support the training and employment of trainees.

Section 2. TVI agrees to:

1. Provide a training program for in demand and hard-to-fill skills;
2. Manage the enrollment of trainees, including the accurate and timely input of all required information into the TESDA Training Management Information System (T2MIS);
3. Ensure the program meets industry standards and includes hands-on training in collaboration with partner industries;
4. Ensure 100% completion and certification rate of trainees;
5. Ensure 100% employment rate of completers within 6 months from training completion;
6. Ensure that the training programs are conducted in a timely manner and completed within the agreed schedule;
7. Facilitate, process and endorse the assessment and certification of trainees upon completion of the training programs;
8. Integrate industry trends and technological advancements in the programs;
9. Maintain high standards of training delivery to ensure the competency and employability of graduates;
10. Hire qualified and competent instructors who meet TESDA's certification requirements;
11. Ensure that training facilities and equipment meet TESDA's minimum requirements and industry standards;
12. Maintain and upgrade equipment to provide trainees with hands-on experience using current technologies;
13. Maintain accurate records of trainees' attendance, performance, and assessment results
14. Facilitate on-the-job training (OJT), Supervised Industry Learning (SIL), and employment opportunities for trainees through industry linkages;
15. Provide guidance and counseling services to support trainees' personal and professional development;

16. Provide periodic reports to the LGU CDO on the progress and performance of the scholarship recipients;
17. Pay for the assessment fees of trainees and bill the LGU at the end of the assessment. Per capita cost must not exceed TESDA's promulgated schedule of cost of the year of implementation.

ARTICLE III: MISCELLANEOUS PROVISIONS

Section 3: No Employer-Employee Relationship. This MOA does not create an employer-employee relationship between the LGU CDO and the TVI or the scholarship recipients.

Section 4: Right to Revoke, Revise, Amend or Rescind. The Parties reserve the right to revoke, revise, amend, or rescind this MOA upon mutual agreement, provided that such changes are made in writing and signed by authorized representatives of both parties.

Section 5: Confidentiality. The Parties agree to keep all information and data exchanged or created under this MOA confidential and shall not be disclosed to anyone unless expressly given consent by the data subject. The Parties agree to strictly observe the Data Privacy Act and be bound by the Data Sharing Agreement, herein attached as Annex "A", and made an integral part of this MOA.

Section 6: Duration. This partnership shall initially run for one (1) year from effectivity and may be renewed after successful review and evaluation of all Parties.

Section 7: Amendment. Any amendments to this MOA shall be made in writing and require the consent of all Parties.

Section 8: Termination. Any party may terminate this agreement with a written notice to the other parties at least three (3) months prior to the program completion of the existing batch. All parties shall ensure the orderly completion of ongoing activities and the arrangement or return of any shared resources.

Section 9: Dispute Resolution. In case of dispute between the Parties arising out of or relating to this Agreement, the Parties agree to exert efforts to amicably settle the same. Failing at which, the dispute shall be brought for resolution by the proper courts of Cagayan de Oro City, to the exclusion of all other venues.

Section 10. Effectivity. This agreement shall take effect immediately upon signing by all parties concerned and shall remain in force unless sooner terminated by mutual consent of the parties, in writing.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the _____ of _____ 2024 in Cagayan de Oro City, Philippines.

**CITY GOVERNMENT OF CAGAYAN
DE ORO**

**ZAIDE UA-O TECHNICAL SCHOOL
AND ASSESSMENT CENTER, INC.**

By:

By:

HON. ROLANDO "KLAREX" A. UY
City Mayor

Mr. ROBIN LOUIE B. UA-O
School President

Witnesses:

HON. SUZETTE MAGTAJAS-DABA
Committee on Education Chairperson
Cagayan de Oro City

Zaide Ua-O Technical School And
Assessment Center, Inc.

**REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO) SS.**

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, personally appeared the following persons, with their respective government-issued identification as follows:

Name	Government ID and Number
Hon. Rolando "Klarex" A. Uy	
Mr. Robin Louie B. Ua-O	

All known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only 4 pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at Cagayan de Oro, Philippines.

NOTARY PUBLIC

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

DATA SHARING AGREEMENT

This **Data Sharing Agreement (DSA)** is entered into by and between the **CITY GOVERNMENT OF CAGAYAN DE ORO (LGU-CDO)** and **ZAIDE UA-O TECHNICAL SCHOOL AND ASSESSMENT CENTER, INC. (TVI)** to establish the content, use, and protection of data provided between the Parties in relation to the implementation of the Relevant Industry Skills for Employment-Technical and Vocational Education and Training (RISE-TVET) Scholarship Program.

I. Term

This Agreement shall be in effect for one (1) year in accordance with the term of the Memorandum of Agreement to which this Data Sharing Agreement is made an integral part.

II. Intended Use of Data

The following are the intended uses of the shared data:

- a. Student Identification, control, verification and screening
- b. Grouping or classification
- c. Statistical processing
- d. Conducting research for improvement of students' learning

III. Limitations on the use of data

Data disclosed by the scholars/students to or collected on behalf of either Party is the property of the Collecting Party, and shall only be used for the above-stated purposes and shall not be shared with third parties without the written permission/consent of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

Such data shall not be sold or used, internally or externally, and for any other purpose not directly related to services provided by the Parties in this Agreement without the written permission of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

IV. Data Security

Both parties shall exercise at least the same degree of care it uses with its own personal data and confidential information, but in no event less than reasonable care, to protect the personal data from misuse and unauthorized access or disclosure. It shall adapt reasonable administrative, physical, and technical measures to prevent loss, misuse and alteration of the information under its control.

V. Data Elements

Personal information shared between the Parties shall be limited to the data elements specifically defined and authorized by each Party. If the other Party needs to collect additional data, its authorized personnel must submit a request in writing to the other Party. Under no circumstances shall any Party collect any information classified as Sensitive or Confidential without the express written approval of the First/Second Party, the City Government of Cagayan de Oro and the data subject/s.

The data to be shared or collected shall be limited to the following elements:

- a. Scholar's/Student's Name (First Name, Middle Name/Initial, Last Name)
- b. Birthdate
- c. Age
- d. Gender
- e. Address
- f. COMELEC Registration
- g. Indigency Classification
- h. Contact Number and/or email address

Each party shall be responsible for securing consent from the patients to collect personal information and share these with the Other Party for referral purposes.

VI. Data Privacy Training

When there is an opportunity for the same, both Parties shall avail of any training for its personnel on internal security policies and procedures and on the Data Privacy Act, its Implementing Rules and Regulations, and National Privacy Commission Issuances to protect personal data.

VII. Breach Management

a. *Report.* Within twenty-four (24) hours of becoming aware of the unauthorized use or disclosure of the personal data or any security incident or possible security breach, the concerned Party shall promptly report the fact to the other party who shared the personal data. Both parties, shall, within seventy-two (72) hours from such occurrence, notify the National Privacy Commission and the concerned data subject in accordance with NPC Circular 16-03.

b. *Cooperation and Mitigation.* Both parties shall cooperate with any mediation that is necessary to:

1. Address any applicable reporting requirements, and
2. Mitigate any effects of such unauthorized use or disclosure of personal data or any security incident or possible security breach.

VIII. Amendments and Alterations to this Agreement

Parties may amend this Agreement by mutual consent, in writing, at any time.

IX. Termination of Services

In the event that the MOA is terminated, the other Party shall return to the Collecting Party, all data collected in the course of the MOA.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the _____ of _____ in Cagayan de Oro City, Philippines.

**CITY GOVERNMENT OF
CAGAYAN DE ORO**

**ZAIDE UA-O TECHNICAL SCHOOL
AND ASSESSMENT CENTER, INC.**

By:

By:

HON. ROLANDO "KLAREX" A. UY
City Mayor

Mr. ROBIN LOUIE B. UA-O
School President

Signed in the Presence of:

SUZETTE MAGTAJAS-DABA
Committee on Education Chairperson

Zaide Ua-O Technical School And
Assessment Center, Inc.

REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, Philippines, personally appeared the following persons, with their respective government-issued identification as follows:

Name	Government Issued ID
HON. ROLANDO "KLAREX" A. UY	
Mr. ROBIN LOUIE B. UA-O	

All known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only 4 pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Cagayan de Oro, Philippines.

NOTARY PUBLIC

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



4 October 2024


**THE HONORABLE PRESIDING OFFICER and
THE HONORABLE MEMBERS OF THE SANGGUNIANG PANLUNGSOD,**
This City

SUBJECT: URGENT REQUEST FOR AN ORDINANCE AUTHORIZING CITY MAYOR ROLANDO "KLAREX" A. UY TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF CAGAYAN DE ORO, CAPITOL UNIVERSITY, AND THE DEPARTMENT OF EDUCATION-DIVISION OF CAGAYAN DE ORO FOR THE IMPLEMENTATION OF THE ALTERNATIVE LEARNING SYSTEM-NIGHT SCHOOL PROGRAM (ALS-NSP).

LADIES AND GENTLEMEN:

This pertains to the Memorandum of Agreement ("MOA") between the City Government of Cagayan de Oro, Capitol University, and the Department of Education-Division of Cagayan de Oro for the implementation of the Alternative Learning System-Night School Program.

The agreement seeks to establish the partnership and institutional cooperation between the parties to provide out-of-school youth and adults at risk in Cagayan de Oro with opportunities for formal basic education, literacy, numeracy, and values formation.

The same is in line with the *Safety, Security, and Human Development* component of the City Government's  Agenda of which Education is given particular focus and emphasis.

Moreover, the above-mentioned Deed of Usufruct has been prepared and reviewed by the City Legal Office, which interposes no objection thereto.¹

For this reason, I am respectfully requesting the appropriate action of the Honorable Body, signified as *urgent*, authorizing the undersigned to sign the Memorandum of Agreement between the City Government of Cagayan de Oro, Capitol University, and the Department of Education-Division of Cagayan de Oro.

Hoping for your favorable and prompt response to this request.

Thank you.

Yours in service,

ROLANDO  A. UY
City Mayor

HON. JOCELYN "BEBOT" B. RODRIGUEZ
CITY VICE MAYOR

SIGN HERE 

Republic of the Philippines
City of Cagayan de Oro
Date: 10/04/2024 2:05 PM
9:00 AM
Fwd to CR Center for Agenda's pack for urgent measure

¹ Please see herein-attached legal opinion dated 4 October 2024 for your reference.



4 October 2024

RICHEL PETALCURIN-DAHAY

Head
City Education and Development Department-
City Scholarships Office

Dear Madam,

Greetings!

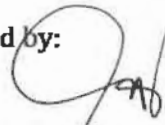
This is in response to your endorsement seeking review and opinion on the herewith attached Memorandum of Agreement between the City Government of Cagayan de Oro, Capitol University, and the Department of Education- Division of Cagayan de Oro for the implementation of the Alternative Learning System-Night School Program (ALS-NSP).

In this connection, kindly be informed that this Office has thoroughly reviewed the aforementioned agreement and finds the same to be in legal order and, thus, poses no legal objection thereto.

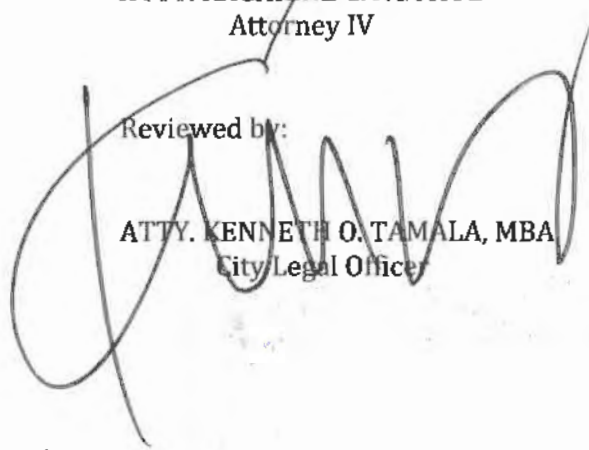
Accordingly, this Office recommends that said *Memorandum of Agreement* be duly forwarded to the Honorable Members of the City Council for their favorable consideration, with a request for an Ordinance authorizing the City Mayor to enter into and sign the same, pursuant to Sec. 455 (b) (1) (vi)¹ of the Local Government Code.

For your guidance and appropriate action.

Prepared by:


ATTY. RACHIENE C. AGUHOB
Attorney IV

Reviewed by:


ATTY. KENNETH O. TAMALA, MBA
City Legal Officer

¹ Sec. 455. Chief Executive: Powers, Duties and Compensation –

(b) (1) (vi) Represent the city in all its business transactions and sign in its behalf all bonds, contracts, and obligations, and such other documents upon authority of the sangguniang panglungsod or pursuant to law or ordinance;



CITY LEGAL OFFICE

RECEIVED
 DATE: 10. 4. 2024
 TIME: 4 p.m
 BY: vjc

ENDORSEMENT

Date : 04 October 2024
 For : **Atty. KENNETH O. TAMALA**
 City Legal Officer
 Thru: **Atty. RACHIENE C. AGUHOB**

Office : Office of the City Legal

<input type="checkbox"/> For approval	<input type="checkbox"/> For filing
<input type="checkbox"/> For comments and recommendations	<input checked="" type="checkbox"/> For appropriate action
<input type="checkbox"/> Please see me	<input type="checkbox"/> Others: _____

Atty Tamala,

Respectfully endorsing to your office, the attached draft Memorandum of Agreement for our partnership with the Capitol University and DepEd for the Night School Program.

Thank you so much!

RICHEL PETALCURIN-DAHAY
 Head

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The **CITY GOVERNMENT OF CAGAYAN DE ORO**, a local government unit, created and operating under the laws of the Republic of the Philippines, with office address at Executive House, City Hall Compound, and duly represented herein by its City Mayor, **HON. ROLANDO A. UY**, authorized to enter into and sign this Agreement by City Ordinance No. _____, enacted by the Sangguniang Panlungsod of Cagayan de Oro, and hereinafter referred to as "**LGU-CDO**";

and

CAPITOL UNIVERSITY, a non-stock, non-profit educational institution duly organized and existing under and by the laws of the Republic of the Philippines, with principal office address at Corrales Avenue-Osmefia Ext, Cagayan de Oro City, represented by its University President **ATTY. CASIMIRO B. JUAREZ JR.**, through the College of Education _____, herein referred to as "**CU**";

and

DEPARTMENT OF EDUCATION-DIVISION OF CAGAYAN DE ORO is the agency that supervises all elementary and secondary institutions of the Department of Education (DepEd) in Cagayan de Oro represented herein by its Schools Division Superintendent, **ROY ANGELO E GAZO, Ph.D., CESO V**, hereinafter referred to as "**DepED-CDO**".

Witnesseth:

WHEREAS, CDO-LGU, under the present administration, considers Education as an empowering tool in the collective efforts for human development and a crucial component under its RISE Agenda;

WHEREAS, LGU-CDO, CU, and DepED-CDO are concerned about providing quality education as a right of every Filipino child;

WHEREAS, LGU-CDO, CU, and DepED-CDO believe in increasing the number of out-of-school youth, and adults who can complete formal basic education;

WHEREAS, LGU-CDO, CU, and DepED-CDO consider that the out-of-school youth and adults at risk are vulnerable groups that need to achieve literacy, numeracy, and values formation which will enable them to contribute to sustainable development;

NOW, THEREFORE, for and in consideration of the preceding premises, the herein PARTIES hereunto agreed to the following:

ARTICLE I PURPOSE

The purpose of this agreement is to establish a partnership to implement the Alternative Learning System-Night School Program (ALS-NSP), providing out-of-school youth and adults at risk in Cagayan de Oro with opportunities for formal basic education, literacy, numeracy, and values formation. The ALS-NSP aims to empower these individuals, reintegrate them into the education system, or prepare them for the Accreditation and Equivalency (A&E) examination, supporting sustainable development. This collaboration aligns with the RISE Agenda of LGU-CDO, emphasizing education as a key tool for human development, and defines the roles and responsibilities of each party for effective program delivery and support.

ARTICLE II ROLES AND RESPONSIBILITIES

Section 1. LGU-CDO shall:

- a. Designate the Office of the City Education and Development Officer to mobilize the following:
 - i. Assignment of a focal person to coordinate smooth implementation of the program;
 - ii. Coordination with relevant stakeholders for access to flexible learning options and delivery of educational programs that provide basic literacy and numeracy skills, vocational training, and life skills to the targeted clientele;
 - iii. Partnerships and/or engagement with other stakeholders who may be able to offer apprenticeships and internships that provide hands-on experience;
 - iv. Access to mentors and counselors who can offer guidance, support and motivation;
 - v. Advocate for policies that support inclusive education, vocational training, and employment opportunities for out-of-school youth and adults at risk;
 - vi. Foster partnerships between government agencies, non-profits, educational institutions, and the private sector to create a comprehensive support network;
 - vii. Provision of tertiary and vocational education scholarships to qualified NSP beneficiaries/completers;
 - viii. Provision of certification of list of beneficiaries;
 - ix. Provision of Five Thousand (PhP5,000.00) worth of Financial Assistance per learner categorized as *Children in Conflict with the Law* (CICL) endorsed by the Office of the City Social Welfare and Development Officer, which will be channeled to the partner learning institution. The coverage of the operational support shall be for learning materials and modules, load allowance, transportation allowance, meal allowance, supplemental food packs, uniform, and ALS-NSP ID among other miscellaneous costs;

- x. Provision of One Thousand Five Hundred Pesos (Php 1, 500) worth of Financial Assistance per learner from other categories, such as laborers, street and market vendors, tricycle drivers, porters, single mothers, dispatchers, and other marginalized sectors. This assistance will be channeled to the partner learning institution and shall be intended for uniform, ID, insurance, learning materials, and other miscellaneous and operational costs;
 - xi. Convene the quarterly partnership meeting and serve as Secretariat for the program's monitoring, assessment, evaluation and feedback mechanisms;
 - xii. Provide documentation reports or best practices for the program's successful implementation.
- b. Cause the Office of the City Social Welfare and Development Officer to designate one (1) CSWD personnel to ensure social welfare responsiveness to the program's clientele, to wit:
- i. Assess and certify individuals needing help and manage cases of the program's beneficiaries/clientele/learners;
 - ii. Endorse clients to partner schools, concerned LGU department/offices, and and stakeholders who may be able to assist them finish at least basic education, gain employable skills, and land a job;
 - iii. Provide psycho-social consultation services to the learners;
 - iv. Organize outreach activities to identify children, youth, and adults at risk and connect them with available resources;
 - v. Mobilize critical quick response mechanism on man-made or natural disaster in humanitarian/emergency settings (flood, fire, earthquake, epidemic/pandemic crises) and provide legal assistance directly to highly vulnerable learners;
 - vi. Provide the required family interventions for parent-learners.
- c. Cause the Office of the Oro Youth Development Officer to carry out the following:
- i. Arrange for safe spaces where youths at risk can gather for learning, socialization, and support;
 - ii. Proactively map and engage the out-of-school and maintain a database of their profile and needs;
 - iii. Assist the Oro Youth Center in its duty as a drop-in and referral center for the youth with problems such as teenage pregnancy, teenage prostitution, sexually transmitted disease/infection, boyfriend-girlfriend relationship concerns, parent-child relationship concerns, substance abuse, vagrancy and other anti-social behavior such truancy and vandalism, and other adolescent-related problems;

- iv. Include ALS-NSP beneficiaries in their programs and activities that promote a broad understanding of the problems affecting the youth in highly urbanized areas;
- v. Assign a focal person for the ALS-NSP.

Section 2. CU shall:

- a. Designate a program officer or focal person for the ALS-NSP;
- b. Partner with DepED-CDO-ALS in the orientation and capacity development for ALS volunteer/pre-service teachers;
- c. Promote the enrolment of preferred target beneficiaries within the adapted communities and submit the certificate of admission after three months of the commencement of classes to LGU-CDO through the Office of the City Education and Development Officer-City Scholarships Office;
- d. Mobilize student tutors or pre-service teachers who will handle supplemental activities and assist in values formation sessions;
- e. Co-facilitate the necessary orientation, capacity development, and guidelines for the ALS-NSP volunteers/pre-service teachers and student tutors;
- f. Provide classrooms for the use of the learning sessions;
- g. Permit ALS-NSP to use college/university facilities such as audio-visual rooms, theaters, ICT laboratories, and other learning facilities that will improve learners' learning;
- h. Monitor the conduct of the ALS-NSP classes;
- i. Ensure the safe environment of the ALS-NSP learners;
- j. Secure the permit from the CU Security Office for the entrance, stay, and exit procedures of the ALS-NSP learners;
- k. Provide uniform and identification cards for the bonafide learners;
- l. Reproduce ALS-NSP learning modules and materials for the learners;
- m. Consult with the ALS-NSP teacher on the progress and performance of the learners;
- n. Assist completers with the needed documents for the A&E exam;
- o. Hold the graduation rites of the A&E passers;
- p. Assist A&E passers with educational and/or technical vocational opportunities and the DepEd voucher program;

- q. Provide a financial report on all funds raised for the program, in cash or in-kind;
- r. Conduct annual evaluation of the program with partners and stakeholders; and
- s. Submit the year-end report to be submitted to the DepEd CDO and LGU-CDO.

Section 3. DepEd CDO shall:

- a. Recognize CU as a satellite center/provider for ALS;
- b. Assign ALS mobile teacher/s;
- c. Facilitate the enrolment in the Learner Information System (LIS) and provide certificate of enrolment to LGU-CDO through the Office of the City Education and Development Officer-City Scholarships Office;
- d. Provide the ALS mobile teacher with assistance in conducting the learning sessions;
- e. Facilitate the necessary orientation, capacity development, and guidelines for the ALS-NSP Teacher and ALS-NSP volunteer/pre-service teachers;
- f. Provide ALS learning resources and modules;
- g. Allow access to ALS documents such as curriculum guide, learning activity sheets (LAS), tools, and templates for references;
- h. Provide input on the direction, curriculum, and A&E examination schedule;
- i. Monitor the conduct of the ALS-NSP classes;
- j. Advise the schedule of the Presentation Portfolio Assessment (PPA) for the ALS-NSP learners; and
- k. Participate in the evaluation of the program.

**ARTICLE III
MISCELLANEOUS PROVISIONS**

Section 4. No Employer-Employee Relationship. This MOA does not create an employer-employee relationship between and among LGU-CDO, CU, and DepEd CDO, its officials and instructors, the NSP trainers, student-trainees, and, the other qualified applicants of the program.

Section 5. Right to Revoke, Revise, Amend, or Rescind. Either party may revoke, revise, amend, or rescind the MOA by notifying the other PARTY at least six (6) months prior to the graduation of the current batch. All parties shall ensure the orderly completion of ongoing programs.

Section 6. Right to Renew. This MOA is subject to review and renewal every three (3) years upon its effectivity

Section 7. Confidentiality. The Parties agree to keep all information and data exchanged or created under this MOA confidential and shall not be disclosed to anyone unless expressly given consent by the data subject. The Parties agree to strictly observe the Data Privacy Act and be bound by the Data Sharing Agreement, herein attached as Annex "A", and made an integral part of this MOA.

Section 8. Dispute Resolution. In case of dispute between the Parties arising out of or relating to this Agreement, the Parties agree to exert efforts to amicably settle the same. Failing at which, the dispute shall be brought for resolution by the proper courts of Cagayan de Oro City, to the exclusion of all other venues.

Section 9: Effectivity. This agreement shall take effect immediately upon signing by all parties concerned and shall remain in force unless sooner terminated by mutual consent of the parties, in writing.

IN WITNESS HEREOF, the parties of the agreement hereunto affix their signature this ___ day of _____, 2024, in the City of Cagayan de Oro, Philippines.

**CITY GOVERNMENT OF
CAGAYAN DE ORO**

By:

ROLANDO "KLAREX" A. UY
City Mayor

CAPITOL UNIVERSITY

By:

ATTY. CASIMIRO B. JUAREZ JR.
University President

**DEPARTMENT OF EDUCATION-
CAGAYAN DE ORO**

By:

ROY ANGELO E GAZO, Ph.D., CESO V
Schools Division Superintendent

Signed in the presence of:

HON. SUZETTE MAGTAJAS-DABA
Chairperson, Committee on Education

Capitol University

DR. JEAN S MACASERO
Chief, Curriculum and Teaching Division
DepEd Division of Cagayan de Oro

REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO CITY) S.S.

ACKNOWLEDGMENT

BEFORE ME, this day of _____ 2024, at the City of Cagayan de Oro, Philippines, personally appeared the following who have showed to me their respective competent evidence of identities and also avows under penalty of law to the whole truth of the foregoing:

Name	Government -Issued Identification Card No.
ROLANDO "Klarex" A. UY	
ATTY. CASIMIRO B. JUAREZ JR.	
ROY ANGELO E GAZO, Ph.D., CESO V	

all known to me and by me known to be the same persons who executed the foregoing Memorandum of Agreement consisting of seven (7) pages including this page on which this Acknowledgment appears, and they acknowledged to me that same is their free and voluntary act and deed as well of the corporation/juridical entities represented.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and place mentioned above.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2024

DATA SHARING AGREEMENT

This **Data Sharing Agreement (DSA)** is entered into by and between the **CITY GOVERNMENT OF CAGAYAN DE ORO (LGU-CDO)**, **DEPARTMENT OF EDUCATION-DIVISION OF CAGAYAN DE ORO**, and **CAPITOL UNIVERSITY (CU)** to establish the content, use, and protection of data provided between the Parties in relation to the implementation of the **Alternative Learning System-Night School Program (ALS-NSP)**.

I. Term

This Agreement shall be in effect for three (3) years in accordance with the term of the Memorandum of Agreement to which this Data Sharing Agreement is made an integral part.

II. Intended Use of Data

The following are the intended uses of the shared data:

- a. Student Identification, control, verification and screening
- b. Grouping or classification
- c. Statistical processing
- d. Conducting research for improvement of students' learning

III. Limitations on the use of data

Data disclosed by the scholars/students to or collected on behalf of either Party is the property of the Collecting Party, and shall only be used for the above-stated purposes and shall not be shared with third parties without the written permission/consent of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

Such data shall not be sold or used, internally or externally, and for any other purpose not directly related to services provided by the Parties in this Agreement without the written permission of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

IV. Data Security

Both parties shall exercise at least the same degree of care it uses with its own personal data and confidential information, but in no event less than reasonable care, to protect the personal data from misuse and unauthorized access or disclosure. It shall adapt reasonable administrative, physical, and technical measures to prevent loss, misuse and alteration of the information under its control.

V. Data Elements

Personal information shared between the Parties shall be limited to the data elements specifically defined and authorized by each Party. If the other Party needs to collect additional data, its authorized personnel must submit a request in writing to the other Party. Under no circumstances shall any Party collect any information classified as Sensitive or Confidential without the express written approval of the First/Second Party, the City Government of Cagayan de Oro and the data subject/s.

The data to be shared or collected shall be limited to the following elements:

- a. Scholar's/Student's Name (First Name, Middle Name/Initial, Last Name)

- a. Birthdate
- b. Age
- c. Gender
- d. Address
- e. COMELEC Registration
- f. Indigency Classification
- g. Contact Number and/or email address

Each party shall be responsible for securing consent from the patients to collect personal information and share these with the Other Party for referral purposes.

VI. Data Privacy Training

When there is an opportunity for the same, both Parties shall avail of any training for its personnel on internal security policies and procedures and on the Data Privacy Act, its Implementing Rules and Regulations, and National Privacy Commission Issuances to protect personal data.

VII. Breach Management

a. *Report.* Within twenty-four (24) hours of becoming aware of the unauthorized use or disclosure of the personal data or any security incident or possible security breach, the concerned Party shall promptly report the fact to the other party who shared the personal data. Both parties, shall, within seventy-two (72) hours from such occurrence, notify the National Privacy Commission and the concerned data subject in accordance with NPC Circular 16-03.

b. *Cooperation and Mitigation.* Both parties shall cooperate with any mediation that is necessary to:

- 1. Address any applicable reporting requirements, and
- 2. Mitigate any effects of such unauthorized use or disclosure of personal data or any security incident or possible security breach.

VIII. Amendments and Alterations to this Agreement

Parties may amend this Agreement by mutual consent, in writing, at any time.

IX. Termination of Services

In the event that the MOA is terminated, the other Party shall return to the Collecting Party, all data collected in the course of the MOA.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the _____ of _____ in Cagayan de Oro City, Philippines.

**CITY GOVERNMENT OF
CAGAYAN DE ORO**

CAPITOL UNIVERSITY

By:

By:

ROLANDO "KLAREX" A. UY
City Mayor

ATTY. CASIMIRO B. JUAREZ JR.
University President

**DEPARTMENT OF EDUCATION-
CAGAYAN DE ORO**

By:

ROY ANGELO E GAZO, Ph.D., CESO V
Schools Division Superintendent

Signed in the presence of:

HON. SUZETTE MAGTAJAS-DABA
Chairperson, Committee on Education

Capitol University

DR. JEAN S MACASERO
Chief, Curriculum and Teaching Division
DepEd Division of Cagayan de Oro



ENDORSEMENT

Date : 04 October 2024
 For : **Atty. KENNETH O. TAMALA**
 City Legal Officer
 Thru: **Atty. RACHIENE C. AGUHOB**

CITY LEGAL OFFICE

RECEIVED
 DATE: 10-4-2024
 TIME: 4:00
 BY: [Signature]

Office : Office of the City Legal

<input type="checkbox"/> For approval	<input type="checkbox"/> For filing
<input type="checkbox"/> For comments and recommendations	<input checked="" type="checkbox"/> For appropriate action
<input type="checkbox"/> Please see me	<input type="checkbox"/> Others: _____

Atty Tamala,

Respectfully endorsing to your office, the attached draft Memorandum of Agreement for our partnership with the Capitol University and DepEd for the Night School Program.

Thank you so much!

RICHEL PETALCURIN-DAHAY
 Head



4 October 2024


**THE HONORABLE PRESIDING OFFICER and
THE HONORABLE MEMBERS OF THE SANGGUNIANG PANLUNGSOD,**
This City

SUBJECT: URGENT REQUEST FOR AN ORDINANCE AUTHORIZING CITY MAYOR ROLANDO "KLAREX" A. UY TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF CAGAYAN DE ORO, PHINMA CAGAYAN DE ORO COLLEGE, AND THE DEPARTMENT OF EDUCATION-DIVISION OF CAGAYAN DE ORO FOR THE IMPLEMENTATION OF THE ALTERNATIVE LEARNING SYSTEM-NIGHT SCHOOL PROGRAM (ALS-NSP).

LADIES AND GENTLEMEN:

This pertains to the Memorandum of Agreement ("MOA") between the City Government of Cagayan de Oro, PHINMA Cagayan de Oro College, and the Department of Education-Division of Cagayan de Oro for the implementation of the Alternative Learning System-Night School Program.

The agreement seeks to establish the partnership and institutional cooperation between the parties to provide out-of-school youth and adults at risk in Cagayan de Oro with opportunities for formal basic education, literacy, numeracy, and values formation.

The same is in line with the *Safety, Security, and Human Development* component of the City Government's  Agenda of which Education is given particular focus and emphasis.

Moreover, the above-mentioned Deed of Usufruct has been prepared and reviewed by the City Legal Office, which interposes no objection thereto.¹

For this reason, I am respectfully requesting the appropriate action of the Honorable Body, signified as *urgent*, authorizing the undersigned to sign the Memorandum of Agreement between the City Government of Cagayan de Oro, PHINMA Cagayan de Oro College, and the Department of Education-Division of Cagayan de Oro.

Hoping for your favorable and prompt response to this request.

Thank you.

Yours in service,

ROLANDO  A. UY
City Mayor


HON. JOCELYN BEBOT B. RODRIGUEZ
CITY VICE MAYOR

SIGN HERE

RECEIVED	2:05 PM
DATE	10/04/2024
BY	gill mayor
OFFICE	OFFICE OF THE CITY CLERK
REMARKS	URGENT

¹ Please see herein-attached legal opinion dated 4 October 2024 for your reference.



4 October 2024

RICHEL PETALCURIN-DAHAY

Head
City Education and Development Department-
City Scholarships Office

Dear Madam,

Greetings!

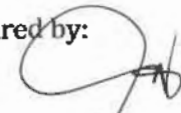
This is in response to your endorsement seeking review and opinion on the herewith attached Memorandum of Agreement between the City Government of Cagayan de Oro, PHINMA Cagayan de Oro College, and the Department of Education- Division of Cagayan de Oro for the implementation of the Alternative Learning System-Night School Program (ALS-NSP).

In this connection, kindly be informed that this Office has thoroughly reviewed the aforementioned agreement and finds the same to be in legal order and, thus, poses no legal objection thereto.

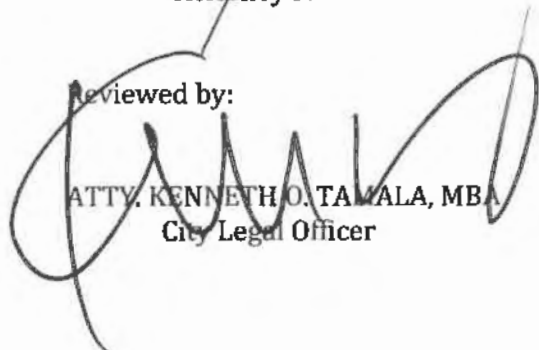
Accordingly, this Office recommends that said *Memorandum of Agreement* be duly forwarded to the Honorable Members of the City Council for their favorable consideration, with a request for an Ordinance authorizing the City Mayor to enter into and sign the same, pursuant to Sec. 455 (b) (1) (vi)¹ of the Local Government Code.

For your guidance and appropriate action.

Prepared by:


ATTY. RACHIENE C. AGUHOB
Attorney IV

Reviewed by:


ATTY. KENNETH O. TAMALA, MBA
City Legal Officer

¹ Sec. 455. Chief Executive: Powers, Duties and Compensation –

(b) (1) (vi) Represent the city in all its business transactions and sign in its behalf all bonds, contracts, and obligations, and such other documents upon authority of the sangguniang panglungsod or pursuant to law or ordinance;



Republic of the Philippines
 City of Cagayan de Oro
 City Hall, Ground Floor, Beside Police Station 1
 CITY EDUCATION AND DEVELOPMENT DEPARTMENT
 CITY SCHOLARSHIPS OFFICE

10.4.2024
 8:30
 [Signature]
ENDORSEMENT

Date : 3 October 2024

For : **Atty. KENNETH O. TAMALA**
 City Legal Officer

Office : Office of the City Legal

<input type="checkbox"/> For approval	<input type="checkbox"/> For filing
<input type="checkbox"/> For comments and recommendations	<input checked="" type="checkbox"/> For appropriate action
<input type="checkbox"/> Please see me	<input type="checkbox"/> Others: _____

Atty Tamala,

Respectfully endorsing to your office, the following Memoranda of Agreement for scholarship program partnership:

- 1) Night School Program with the following schools
 - a. PHINMA-Cagayan de Oro
- 2) RISE-TVET Scholarship with the ff. TVET schools:
 - a. 1 and All Technical School
 - b. AMHARA Technical Training Institute
 - c. St. Joseph Technological Institute and Assessment Center
 - d. 4J & E Technical School
 - e. Zaide Ua-o Technical School and Assessment Center
 - f. Vineyard International Polytechnic College

Thank you so much!

[Signature]
RICHEL PETALCURIN-DAHAY
 Head

Building Dreams, One Scholar at a Time.

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The **CITY GOVERNMENT OF CAGAYAN DE ORO**, a local government unit, created and operating under the laws of the Republic of the Philippines, with office address at Executive House, City Hall Compound, and duly represented herein by its City Mayor, **HON. ROLANDO A. UY**, authorized to enter into and sign this Agreement by City Ordinance No. _____, enacted by the Sangguniang Panlungsod of Cagayan de Oro, and hereinafter referred to as "**LGU-CDO**";

and

PHINMA CAGAYAN DE ORO COLLEGE, a non-stock, non-profit educational institution duly organized and existing under and by the laws of the Republic of the Philippines, with principal office address at Max Suniel St. Carmen, Cagayan de Oro City, represented by its Chief Operations Officer **MR. MARK C. MACAVENTA**, through the College of Education _____, herein referred to as "**PHINMA-COC**";

and

DEPARTMENT OF EDUCATION-DIVISION OF CAGAYAN DE ORO is the agency that supervises all elementary and secondary institutions of the Department of Education (DepEd) in Cagayan de Oro represented herein by its Schools Division Superintendent, **ROY ANGELO E GAZO, Ph.D., CESO V**, hereinafter referred to as "**DepED-CDO**".

Witnesseth:

WHEREAS, CDO-LGU, under the present administration, considers Education as an empowering tool in the collective efforts for human development and a crucial component under its RISE Agenda;

WHEREAS, LGU-CDO, PHINMA-COC, and DepED-CDO are concerned about providing quality education as a right of every Filipino child;

WHEREAS, LGU-CDO, PHINMA-COC, and DepED-CDO believe in increasing the number of out-of-school youth, and adults who can complete formal basic education;

WHEREAS, LGU-CDO, PHINMA-COC, and DepED-CDO consider that the out-of-school youth and adults at risk are vulnerable groups that need to achieve literacy, numeracy, and values formation which will enable them to contribute to sustainable development:

NOW, THEREFORE, for and in consideration of the preceding premises, the herein PARTIES hereunto agreed to the following:

ARTICLE I PURPOSE

The purpose of this agreement is to establish a partnership to implement the Alternative Learning System-Night School Program (ALS-NSP), providing out-of-school youth and adults at risk in Cagayan de Oro with opportunities for formal basic education, literacy, numeracy, and values formation. The ALS-NSP aims to empower these individuals, reintegrate them into the education system, or prepare them for the Accreditation and Equivalency (A&E) examination, supporting sustainable development. This collaboration aligns with the RISE Agenda of LGU-CDO, emphasizing education as a key tool for human development, and defines the roles and responsibilities of each party for effective program delivery and support.

ARTICLE II ROLES AND RESPONSIBILITIES

Section 1. LGU-CDO shall:

- a. Designate the Office of the City Education and Development Officer to mobilize the following:
 - i. Assignment of a focal person to coordinate smooth implementation of the program;
 - ii. Coordination with relevant stakeholders for access to flexible learning options and delivery of educational programs that provide basic literacy and numeracy skills, vocational training, and life skills to the targeted clientele;
 - iii. Partnerships and/or engagement with other stakeholders who may be able to offer apprenticeships and internships that provide hands-on experience;
 - iv. Access to mentors and counselors who can offer guidance, support and motivation;
 - v. Advocate for policies that support inclusive education, vocational training, and employment opportunities for out-of-school youth and adults at risk;
 - vi. Foster partnerships between government agencies, non-profits, educational institutions, and the private sector to create a comprehensive support network;
 - vii. Provision of tertiary and vocational education scholarships to qualified NSP beneficiaries/completers;
 - viii. Provision of certification of list of beneficiaries;
 - ix. Provision of Five Thousand (PhP5,000.00) worth of Financial Assistance per learner categorized as *Children in Conflict with the Law* (CiCL) endorsed by the Office of the City Social Welfare and Development Officer, which will be channeled to the partner learning institution. The coverage of the operational support shall be for learning materials and modules, load allowance, transportation allowance, meal allowance, supplemental food packs, uniform, and ALS-NSP ID among other miscellaneous costs;

- x. Provision of One Thousand Five Hundred Pesos (Php 1, 500) worth of Financial Assistance per learner from other categories, such as laborers, street and market vendors, tricycle drivers, porters, single mothers, dispatchers, and other marginalized sectors. This assistance will be channeled to the partner learning institution and shall be intended for uniform, ID, insurance, learning materials, and other miscellaneous and operational costs;
 - xi. Convene the quarterly partnership meeting and serve as Secretariat for the program's monitoring, assessment, evaluation and feedback mechanisms;
 - xii. Provide documentation reports or best practices for the program's successful implementation.
- b. Cause the Office of the City Social Welfare and Development Officer to designate one (1) CSWD personnel to ensure social welfare responsiveness to the program's clientele, to wit:
- i. Assess and certify individuals needing help and manage cases of the program's beneficiaries/clientele/learners;
 - ii. Endorse clients to partner schools, concerned LGU department/offices, and and stakeholders who may be able to assist them finish at least basic education, gain employable skills, and land a job;
 - iii. Provide psycho-social consultation services to the learners;
 - iv. Organize outreach activities to identify children, youth, and adults at risk and connect them with available resources;
 - v. Mobilize critical quick response mechanism on man-made or natural disaster in humanitarian/emergency settings (flood, fire, earthquake, epidemic/pandemic crises) and provide legal assistance directly to highly vulnerable learners;
 - vi. Provide the required family interventions for parent-learners.
- c. Cause the Office of the Oro Youth Development Officer to carry out the following:
- i. Arrange for safe spaces where youths at risk can gather for learning, socialization, and support;
 - ii. Proactively map and engage the out-of-school and maintain a database of their profile and needs;
 - iii. Assist the Oro Youth Center in its duty as a drop-in and referral center for the youth with problems such as teenage pregnancy, teenage prostitution, sexually transmitted disease/infection, boyfriend-girlfriend relationship concerns, parent-child relationship concerns, substance abuse, vagrancy and other anti-social behavior such truancy and vandalism, and other adolescent-related problems;

- iv. Include ALS-NSP beneficiaries in their programs and activities that promote a broad understanding of the problems affecting the youth in highly urbanized areas;
- v. Assign a focal person for the ALS-NSP.

Section 2. PHINMA-COC shall:

- a. Designate a program officer or focal person for the ALS-NSP;
- b. Partner with DepED-CDO-ALS in the orientation and capacity development for ALS volunteer/pre-service teachers;
- c. Promote the enrolment of preferred target beneficiaries within the adapted communities and submit the certificate of admission after three months of the commencement of classes to LGU-CDO through the Office of the City Education and Development Officer-City Scholarships Office;
- d. Mobilize student tutors or pre-service teachers who will handle supplemental activities and assist in values formation sessions;
- e. Co-facilitate the necessary orientation, capacity development, and guidelines for the ALS-NSP volunteers/pre-service teachers and student tutors;
- f. Provide classrooms for the use of the learning sessions;
- g. Permit ALS-NSP to use college/university facilities such as audio-visual rooms, theaters, ICT laboratories, and other learning facilities that will improve learners' learning;
- h. Monitor the conduct of the ALS-NSP classes;
- i. Ensure the safe environment of the ALS-NSP learners;
- j. Secure the permit from the PHINMA-COC Security Office for the entrance, stay, and exit procedures of the ALS-NSP learners;
- k. Provide uniform and identification cards for the bonafide learners;
- l. Reproduce ALS-NSP learning modules and materials for the learners;
- m. Consult with the ALS-NSP teacher on the progress and performance of the learners;
- n. Assist completers with the needed documents for the A&E exam;
- o. Hold the graduation rites of the A&E passers;
- p. Assist A&E passers with educational and/or technical vocational opportunities and the DepEd voucher program;
- q. Provide a financial report on all funds raised for the program, in cash or in-kind;
- r. Conduct annual evaluation of the program with partners and stakeholders; and

- s. Submit the year-end report to be submitted to the DepEd CDO and LGU-CDO.

Section 3. DepEd CDO shall:

- a. Recognize PHINMA-COC as a satellite center/provider for ALS;
- b. Assign mobile ALS teacher/s;
- c. Facilitate the enrolment in the Learner Information System (LIS) of the learners and provide the certificate of enrollment to LGU-CDO through the Office of the City Education and Development Officer-City Scholarships Office;
- d. Provide the ALS mobile teacher with assistance in conducting the learning sessions;
- e. Facilitate the necessary orientation, capacity development, and guidelines for the ALS-NSP Teacher and ALS-NSP volunteer/pre-service teachers;
- f. Provide ALS learning resources and modules;
- g. Allow access to ALS documents such as curriculum guide, learning activity sheets (LAS), tools, and templates for references;
- h. Provide input on the direction, curriculum, and A&E examination schedule;
- i. Monitor the conduct of the ALS-NSP classes;
- j. Advise the schedule of the Presentation Portfolio Assessment (PPA) for the ALS-NSP learners; and
- k. Participate in the evaluation of the program.

**ARTICLE III
MISCELLANEOUS PROVISIONS**

Section 4. No Employer-Employee Relationship. This MOA does not create an employer-employee relationship between and among LGU-CDO, PHINMA-COC, and DepEd CDO, its officials and instructors, the NSP trainers, student-trainees, and, the other qualified applicants of the program.

Section 5. Right to Revoke, Revise, Amend, or Rescind. Either party may revoke, revise, amend, or rescind the MOA by notifying the other PARTY at least six (6) months prior to the graduation of the current batch. All parties shall ensure the orderly completion of ongoing programs.

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Section 9: Effectivity. This agreement shall take effect immediately upon signing by all parties concerned and shall remain in force unless sooner terminated by mutual consent of the parties, in writing.

IN WITNESS HEREOF, the parties of the agreement hereunto affix their signature this ____ day of _____, 2024, in the City of Cagayan de Oro, Philippines.

**CITY GOVERNMENT OF
CAGAYAN DE ORO**

By:

ROLANDO "KLAREX" A. UY
City Mayor

PHINMA CAGAYAN DE ORO COLLEGE

By:

MR. MARK C. MACAVENTA
Chief Operations Officer

**DEPARTMENT OF EDUCATION-
CAGAYAN DE ORO**

By:

ROY ANGELO E GAZO, Ph.D., CESO V
Schools Division Superintendent

Signed in the presence of:

HON. SUZETTE MAGTAJAS-DABA
Chairperson, Committee on Education

MARY CRIS P. ILAGAN
Director, Center for Student
Development and Leadership (CSDL)
PHINMA Cagayan de Oro College

DR. JEAN S MACASERO
Chief, Curriculum and Teaching Division
DepEd Division of Cagayan de Oro

REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO CITY) S.S.

ACKNOWLEDGMENT

BEFORE ME, this day of _____ 2024, at the City of Cagayan de Oro, Philippines, personally appeared the following who have showed to me their respective competent evidence of identities and also avows under penalty of law to the whole truth of the foregoing:

Name	Government -Issued Identification Card No.
ROLANDO "Klarex" A. UY	
MR. MARK C. MACAVENTA	
ROY ANGELO E GAZO, Ph.D., CESO V	

all known to me and by me known to be the same persons who executed the foregoing Memorandum of Agreement consisting of seven (7) pages including this page on which this Acknowledgment appears, and they acknowledged to me that same is their free and voluntary act and deed as well of the corporation/juridical entities represented.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and place mentioned above.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2024

DATA SHARING AGREEMENT

This Data Sharing Agreement (DSA) is entered into by and between the CITY GOVERNMENT OF CAGAYAN DE ORO (LGU-CDO) and PHINMA CAGAYAN DE ORO COLLEGE (PHINMA-COC) to establish the content, use, and protection of data provided between the Parties in relation to the implementation of the Alternative Learning System-Night School Program (ALS-NSP).

I. Term

This Agreement shall be in effect for three (3) years in accordance with the term of the Memorandum of Agreement to which this Data Sharing Agreement is made an integral part.

II. Intended Use of Data

The following are the intended uses of the shared data:

- a. Student Identification, control, verification and screening
- b. Grouping or classification
- c. Statistical processing
- d. Conducting research for improvement of students' learning

III. Limitations on the use of data

Data disclosed by the scholars/students to or collected on behalf of either Party is the property of the Collecting Party, and shall only be used for the above-stated purposes and shall not be shared with third parties without the written permission/consent of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

Such data shall not be sold or used, internally or externally, and for any other purpose not directly related to services provided by the Parties in this Agreement without the written permission of the First/Second Party, the City Government of Cagayan de Oro and data subject/s.

IV. Data Security

Both parties shall exercise at least the same degree of care it uses with its own personal data and confidential information, but in no event less than reasonable care, to protect the personal data from misuse and unauthorized access or disclosure. It shall adapt reasonable administrative, physical, and technical measures to prevent loss, misuse and alteration of the information under its control.

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The data to be shared or collected shall be limited to the following elements:

- a. Scholar's/Student's Name (First Name, Middle Name/Initial, Last Name)
- b. Birthdate

- c. Age
- d. Gender
- e. Address
- f. COMELEC Registration
- g. Indigency Classification
- h. Contact Number and/or email address

Each party shall be responsible for securing consent from the patients to collect personal information and share these with the Other Party for referral purposes.

VI. Data Privacy Training

When there is an opportunity for the same, both Parties shall avail of any training for its personnel on internal security policies and procedures and on the Data Privacy Act, its Implementing Rules and Regulations, and National Privacy Commission Issuances to protect personal data.

VII. Breach Management

a. *Report.* Within twenty-four (24) hours of becoming aware of the unauthorized use or disclosure of the personal data or any security incident or possible security breach, the concerned Party shall promptly report the fact to the other party who shared the personal data. Both parties, shall, within seventy-two (72) hours from such occurrence, notify the National Privacy Commission and the concerned data subject in accordance with NPC Circular 16-03.

- b. *Cooperation and Mitigation.* Both parties shall cooperate with any mediation that is necessary to:
- 1. Address any applicable reporting requirements, and
 - 2. Mitigate any effects of such unauthorized use or disclosure of personal data or any security incident or possible security breach.

VIII. Amendments and Alterations to this Agreement

Parties may amend this Agreement by mutual consent, in writing, at any time.

IX. Termination of Services

In the event that the MOA is terminated, the other Party shall return to the Collecting Party, all data collected in the course of the MOA.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the _____ of _____ in Cagayan de Oro City, Philippines.

**CITY GOVERNMENT OF
CAGAYAN DE ORO**

PHINMA CAGAYAN DE ORO COLLEGE

By:

By:

ROLANDO "KLAREX" A. UY
City Mayor

MR. MARK C. MACAVENTA
Chief Operations Officer

**DEPARTMENT OF EDUCATION-
CAGAYAN DE ORO**

By:

ROY ANGELO E GAZO, Ph.D., CESO V
Schools Division Superintendent

Signed in the presence of:

HON. SUZETTE MAGTAJAS-DABA
Chairperson, Committee on Education

MARY CRIS P. ILAGAN
Director, Center for Student
Development and Leadership (CSDL)
PHINMA Cagayan de Oro College

DR. JEAN S MACASERO
Chief, Curriculum and Teaching Division
DepEd Division of Cagayan de Oro

REPUBLIC OF THE PHILIPPINES)
CAGAYAN DE ORO CITY) S.S.

A C K N O W L E D G M E N T

BEFORE ME, this day of _____ 2024, at the City of Cagayan de Oro, Philippines, personally appeared the following who have showed to me their respective competent evidence of identities and also avows under penalty of law to the whole truth of the foregoing:

Name	Government -Issued Identification Card No.
ROLANDO "Klarex" A. UY	
MR. MARK C. MACAVENTA	
ROY ANGELO E GAZO, Ph.D., CESO V	

all known to me and by me known to be the same persons who executed the foregoing Memorandum of Agreement consisting of four (4) pages including this page on which this Acknowledgment appears, and they acknowledged to me that same is their free and voluntary act and deed as well of the corporation/juridical entities represented.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and place mentioned above.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2024



Republic of the Philippines
City of Cagayan de Oro
OFFICE OF THE CITY MAYOR

OFFICE OF THE CITY MAYOR
Date RECEIVED: 10/11/24
By: *Sileen* Com: *145*
ACTION TAKEN
forward to CR
Date: _____
APRIL S. DE SAN MIGUEL
City Council Secretary ✓
REMARKS

27 September 2024

**THE HONORABLE PRESIDING OFFICER and
THE HONORABLE MEMBERS OF THE SANGGUNIANG PANLUNGSOD,**
This City

SUBJECT: URGENT REQUEST FOR AN ORDINANCE AUTHORIZING CITY MAYOR ROLANDO "KLAREX" A. UY TO ENTER INTO AND SIGN THE MEMORANDUM OF UNDERTAKING ("MOU"), BETWEEN THE CITY GOVERNMENT OF CAGAYAN DE ORO AND THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS - CAGAYAN DE ORO 2ND DISTRICT ENGINEERING OFFICE (DPWH-CDOC 2ND DEO), REPRESENTED BY ITS OIC DISTRICT ENGINEER, JAN PAULO C. LISONDRA, FOR THE PURPOSE OF THE IMPLEMENTATION OF CALENDAR YEAR (CY) 2024 FARM-TO-MARKET ROADS (FMR), PARTICULARLY: (1) CONCRETING OF BRGY. BALUBAL FMR, BRGY. BALUBAL; (2) CONCRETING OF BRGY. BUGO FMR, BRGY. BUGO; AND (3) CONCRETING OF BRGY. INDAHAG FMR, BRGY. INDAHAG, ALL OF THIS CITY.

LADIES AND GENTLEMEN:

This pertains to the implementation of Farm-to-Market (FMR) Roads particularly: (1) *Concreting of Brgy. Balubal FMR, Brgy. Balubal, and (2) Concreting of Brgy, Bugo FMR, Brgy. Bugo, (3) Concreting of Brgy, Indahag FMR, Brgy. Indahag, all of this City.* The implementation of such projects is provided by the Department of Public Works and Highways - Cagayan de Oro 2nd District Engineering Office (DPWH-CDOC 2nd DEO), with a funding totaling P 60,000,000.00. On the other hand, the City Government has allocated the amount of P 6,000,000.00, as 10% counterpart for such FMR projects.

In addition, the above-mentioned MOU has been thoroughly reviewed by the City Legal Office, which interposes no objection thereto.¹

For this reason, I am respectfully requesting the appropriate action of the Honorable Body, signified as *urgent*, authorizing the undersigned to enter into and sign the MOU between the City Government of Cagayan de Oro and Department of Public Works and Highways - Cagayan de Oro 2nd District Engineering Office (DPWH-CDOC 2nd DEO), for the purpose of the implementation of Farm-to-Market (FMR) Roads in *Concreting of Brgy. Balubal FMR, Brgy. Balubal, and (2) Concreting of Brgy, Bugo FMR, Brgy. Bugo, (3) Concreting of Brgy, Indahag FMR, Brgy. Indahag, all of this City.*

Hoping for your favorable and prompt response on this request.

Thank you.

Truly yours,

ROLANDO *Klarex* A. UY
City Mayor *R*



26 Sept 2024

MR. PATERNO L. GONZALES, JR.
City Agriculturist
Office of the City Agriculturist
Cagayan de Oro City

Dear Mr. Gonzales:

Greetings!

This pertains to the ***Memorandum of Undertaking (MOU)*** between the ***City Government of Cagayan de Oro*** and the ***Department of Public Works and Highways – Cagayan de Oro 2nd District Engineering Office (DPWH-CDOC 2nd DEO)***, represented by its District Engineer, Gabriel L. Gunitaran, for the purpose of the implementation of Calendar Year (CY) 2024 Farm-to-Market Roads (FMR), particularly: (1) ***Concreting of Brgy. Balubal FMR, Brgy. Balubal***; (2) ***Concreting of Brgy. Bugo FMR, Brgy. Bugo***, and (3) ***Concreting of Brgy. Indahag FMR, Brgy. Indahag***, all of this City.

In this connection, kindly be informed that this Office has thoroughly reviewed the above-mentioned MOU, and finds the application legally sound and thus poses no legal objection to the same, given the Local Finance Committee's confirmation of the availability of funds as the City Government's counterpart amounting to Six Million Pesos (P 6,000,000.00), provided in Sec. 2.2 of the MOU.¹

Thus, should the City Government find the terms and conditions in the ***Memorandum of Undertaking*** amenable and for the best interests of the City Government, this Office recommends that the ***Memorandum of Undertaking*** be duly forwarded to the Honorable Members of the City Council for their favorable consideration, with a request for an Ordinance authorizing the City Mayor to enter into and sign the same, pursuant to Sec. 455 (1) (vi)² of the Local Government Code.

For your guidance and information.

Prepared by:

ATTY. KIRSTEN KATE F. CALVO, CPA
Attorney IV

Reviewed by:



ATTY. KENNETH O. TAMALA, MBA
City Legal Officer

¹ Please see herein-attached ***2nd Consentment*** from the Local Finance Committee dated 23 Sept 2024.

² Sec. 455. Chief Executive: Powers, Duties and Compensation –(vi) Represent the city in all its business transactions and sign in its behalf all bonds, contracts, and obligations, and such other documents upon



Republic of the Philippines
City of Cagayan de Oro
OFFICE OF THE CITY AGRICULTURIST



October 1, 2023

ROLANDO A. UY
City Mayor
Executive Building, City Hall
Cagayan de Oro City

Dear Mayor UY:

Greetings!

This is in relation to the implementation of the following Farm-to-Market Road projects in the 2nd District under General Appropriations Act of 2024 (GAA 2024), in this city.

	Name of the Project	DA Fund Amount (Php)	10% LGU counterpart Amount (Php)	TOTAL PROJECT COST (Php)
1.	Concreting of Brgy. Balubal FMR, Brgy. Balubal, Cagayan de Oro City	20,000,000.00	2,000,000.00	22,000,000.00
2.	Concreting of Brgy. Bugo, Brgy. Bugo FMR, Cagayan de Oro City	20,000,000.00	2,000,000.00	22,000,000.00
3.	Concreting of Brgy. Indahag, Brgy. Indahag FMR, Cagayan de Oro City	20,000,000.00	2,000,000.00	22,000,000.00
	TOTAL	60,000,000.00	6,000,000.00	66,000,000.00

Attached herewith is the letter endorsement from the City Legal and the letter request for an ordinance to the City Council for your signature.

For clarifications regarding this matter, please contact Engr. Shalyn M. Zamoranos with mobile number 09369306088.

Thank you for the usual support.

Respectfully yours,


PATERNO L. GONZALES JR., CSEE
City Agriculturist 



January 3, 2024

ROLANDO "KLAREX" UY
 City Mayor
 Cagayan de Oro City

Dear Mayor Uy:

The Department of Agriculture-Regional Field Office 10, through the Department of Public Works and Highways (DPWH), will implement the FMR projects in your municipality as approved under the General Appropriations Act FY 2024, with the following details:

Name of Project	DA Fund Amount (PhP)	Required 10% LGU Counterpart (PhP)	Remarks
Concreting of Brgy. Balubal FMR, Brgy. Balubal, Cagayan de Oro City	20,000,000.00	2,000,000.00	Validated
Concreting of Brgy. Bugo FMR, Brgy. Bugo, Cagayan de Oro City	20,000,000.00	2,000,000.00	Validated
Concreting of Brgy. Indahag FMR, Brgy. Indahag, Cagayan de Oro City	20,000,000.00	2,000,000.00	Validated

The above FMR projects require 10% LGU counterpart as stated in Section 52 of the Republic Act No. 8435 "construction of farm-to-market roads shall be a priority investment of the LGUs which shall provide a counterpart of not less than **ten percent (10%)** of the project cost subject to their IRA level". As stipulated in DA Administrative Order No. 16, Series of 2020, "municipal/city LGU resolution to provide a counterpart of not less than ten percent (10%) of the project cost, either **cash and/or in-kind**".

With this, we are requesting your good office to prepare the **LGU Resolution on the required 10% counterpart, either cash or in-kind**, and coordinate with the DPWH-District Engineering Office, for the crafting of the **Memorandum of Understanding**.

In addition, we would like to follow up on the **submission of the necessary documents in the settlement of the Road Right of Way (RROW) such as ROW Certification and a copy of Deed of Donation/s** for the above-mentioned FMR Projects.

For further queries and clarifications, you may contact Engr. Junel W. Ablanque, FMRDP Focal Person, at contact number 0966-432-2308 or email us at raedregion10fmr dp@gmail.com.

For your appropriate action on this matter. Thank you.

Very truly yours,


CARLENE C. COLLADO, CPA
 Regional Executive Director

Cc:

RUFUS B. RODRIGUEZ
 Representative

GABRIEL L. GONITARAN
 District Engineer

Republic of the Philippines
REGION X
PROVINCE OF: MISAMIS ORIENTAL
City of : Cagayan de Oro City
PROGRAM OF WORK

Project Title		Concreting of Brgy. Indahag FMR, Brgy. Indahag, Cagayan de Oro City				Date:	
Category		Road Concreting					
Physical Target							
Location		Brgy. Indahag, Cagayan de Oro City, Misamis Oriental					
Total Project Cost		Php. 22,000,000.00					
Project Description:		Appropriation: DA		: Php. 20,000,000.00			
Concreting of Roads w/ Slope Protection (L =799 m, w= 5.0m, t= 0.20m) and Marker at the beginning of the project w/ Dept. of Agriculture Logo & DPWH Logo.		Appropriation: local :		: Php. 2,000,000.00			
		Total Appropriation :		: Php. 22,000,000.00			
		Source of Fund		DA & CLGU		(SY 2024)	
		Implementation Mode		: By Contract			
		Project Duration		: 187 CD			
		Equipment Needed		:RG,RR,WT, SBC, CV & CS			
Manpower Requirement		:1F,1SA,9M,6C,4S & 18L					
Item No.	Description	% Wt.	Quantity	Unit	Unit Price	Total Direct Cost	
B.4 (8)	PERMANENT MONUMENTS AND MARKERS	0.05	1.00	each	8,944.02	8,944.02	
B.5	PROJECT BILLBOARD / SIGN BOARD	0.05	1.00	ea	9,529.82	9,529.82	
B.7 (2)	OCCUPATIONAL SAFETY & HEALTH	0.94	1.00	l.s.	162,956.14	162,956.14	
B.8(1)	TRAFFIC MANAGEMENT	0.70	6.23	mos.	19,432.80	121,131.12	
B.9	MOBILIZATION / DEMOBILIZATION	0.35	1.00	l.s.	60,852.00	60,852.00	
100(1)	CLEARING & GRUBBING	0.46	0.49	ha	163,308.41	79,449.54	
102(2)	SURPLUS COMMON EXCAVATION	2.52	2,966.25	cu.m.	148.13	439,389.10	
103(1)a	STRUCTURE EXCAVATION	1.79	1,182.73	cu.m.	263.44	311,582.59	
104(1)a	EMBANKMENT FROM ROADWAY EXCAVATION (Common Soil)	3.65	2,676.64	cu.m.	237.77	636,410.89	
105(1)a	SUBGRADE PREPARATION	0.19	2,024.50	sq.m.	16.24	32,871.20	
206(1)	POLYMER STABILIZED SUBBASE/BASE/SURFACE COURSE	17.60	1,373.96	cu.m.	2,231.59	3,066,103.82	
311(7)a1	PORTLAND CEMENT CONCRETE PAVEMENT WITH MACRO SYNTHETIC FIBERS (0.20 m thick, 14	0.00	0.00	sq.m.	#DIV/0!	-	
505(2)a	GROUTED RIPRAP (Class A)	46.05	2,052.34	cu.m.	3,908.50	8,021,550.49	
- nothing follows -							
Total Direct Cost		74.36				12,950,770.73	
Breakdown of Estimated Project Cost		Source of Fund			Total		
		DA		LOCAL COUNTERPART			
				Cash		In Kind	
A. Direct Cost							
Materials			11,842,272.63	1,190,776.53		13,033,049.16	
Equipment Rentals, Fuel & Oil			2,476,309.08	249,000.41		2,725,309.49	
Labor			1,509,372.47	151,771.99		1,661,144.46	
Sub Total I.A			15,827,954.17	1,591,548.94		17,419,503.11	
B. Indirect Cost							
OCM (12% of D.C.) If done by contract			1,857,961.79	190,985.87		2,048,947.66	
Profit (8% of D.C.) If done by contract			1,261,368.17	127,323.91		1,388,692.09	
VAT (5% of D.C.+ OCM + Profit) If done by contract			951,654.55	91,202.59		1,042,857.14	
Sub Total I.B			4,070,984.51	409,512.38		4,480,496.89	
C. Others Cost							
1. Engg. & Administrative Overhead Expenses (EAO) 0.5% of DA funds			100,000.00			100,000.00	
Sub Total II.A		Sub total II.A	100,000.00			100,000.00	
TOTAL PROJECT COST (I+II)			19,998,938.68	2,001,061.32		22,000,000.00	

Prepared:

EMELIO D. PASTRANA
Engineer II

Checked :

HELEN A. MONTES
Chief, Planning & Design Section

Submitted :

NECOLINE A. BLANCO, AER
Assistant District Engineer

Approved :

JAN PAULO C. LISONDRA
OIC-District Engineer

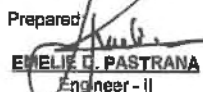
Noted :

FATERNO L. GONZALES JR CSE E
City Agriculturist

City Government of Cagayan de Oro

Republic of the Philippines
REGION X
PROVINCE OF MISAMIS ORIENTAL
City of : Cagayan de Oro City
PROGRAM OF WORK

Project Title		Concreting of Brgy. Balubal FMR, Brgy. Balubal, Cagayan de Oro City					Date:
Category							
Physical Target							
Location		Brgy. Balubal, Cagayan de Oro City					
Total Project Cost		Php. 22,000,000.00					
Project Description:		Appropriation: DA		: Php. 20,000,000.00			
Concreting of Roads along Sitio Palalan with the Length of 552.92m, width= 5.0m and Thickness= 20cm, and a Marker at the beginning of the project w/ Dept. of Agriculture Logo & DPWH Logo.		Appropriation: local		: Php. 2,000,000.00			
		Total Appropriation		: Php. 22,000,000.00			
		Source of Fund		DA & CLGU		(FY 2024)	
		Implementation Mode		: By Contract			
		Project Duration		: 214 CD			
		Equipment Needed		:RG,RR,WT, SBC, CV & CS			
		Manpower Requirement		:1F, 1SA, 9M 6C, 4S & 18L			
Item No.	Scope of Work	% Wt.	Quantity	Unit	Unit Price	Total	
B.4 (B)	Permanent Monuments and Markers	0.06	1.00	ea.	11,265.18	11,265.18	
B.5	Project Billboard	0.07	1.00	ea.	14,344.27	14,344.27	
B.7 (2)	Occupational Safety and Health	1.83	1.00	l.s.	360,893.79	360,893.79	
B.8 (1)	Traffic Management	1.28	7.13	mos.	35,470.81	252,905.48	
B.9	Mobilization / Demobilization	0.27	1.00	l.s	49,396.20	49,396.20	
100(1)	Clearing and Grubbing	0.43	0.44	hs.	213,063.66	94,241.84	
102(2)	Surplus Common Excavation	10.84	12,764.20	cu.m	166.64	2,382,347.92	
103(1)a	Structure Excavation (Common Soil)	1.00	632.64	cu.m	331.94	220,054.31	
104(1)a	Embankment from Roadway Excavation, Common Soil	4.77	3,466.89	cu.m	299.68	1,047,611.83	
105(1)a	Subgrade Preparation(Common Material)	0.26	3,120.23	sq.m	20.46	63,834.44	
206(1)	Polymer Stabilized Subbase Course	16.67	1,399.90	cu.m	2,602.70	3,640,902.13	
311(1)b1	Portland Cement Concrete Pavement (Unreinforced)	19.32	3,058.82	sq.m	1,388.13	4,246,764.04	
505(2)a	Grouted Riprap (Class A)	43.30	1,944.46	cu.m	4,894.08	9,516,338.57	
nothing follows							
Total Direct Cost		100.00				21,900,000.00	
Breakdown of Estimated Project Cost		Source of Fund			Total		
		DA	LOCAL COUNTERPART				
			Cash	In Kind			
A. Direct Cost							
Materials		10,836,434.77	1,089,289.93		11,927,724.70		
Equipment Rentals, Fuel & Oil		3,301,469.82	331,806.01		3,633,275.83		
Labor		1,710,062.67	171,865.59		1,881,928.26		
Sub Total I.A		15,849,967.25	1,592,961.53		17,442,928.78		
B. Indirect Cost							
OCM (12% of D.C.) if done by contract		1,831,387.90	191,155.38		2,022,543.29		
Profit (8% of D.C.) if done by contract		1,246,392.21	127,436.92		1,373,829.13		
VAT (5%of D.C. + OCM + Profit) if done by contract		972,252.84	88,446.18		1,060,699.02		
Sub Total I.B		4,050,032.75	407,038.47		4,457,071.22		
C. Others Cost							
1.Engng & Administrative Overhead Expenses (EAO) 0.5% of DA funds		100,000.00			100,000.00		
Sub Total II.A		Sub total II.A	100,000.00		100,000.00		
TOTAL PROJECT COST (I+II)		20,000,000.00	2,000,000.00		22,000,000.00		

Prepared: 
EMELIE C. PASTRANA
Engineer - II

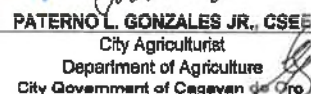
Checked: 
HELEN A. MONTES
Chief of Planning and Design Section

Submitted: 
NECOLINE A. BLANCO, AER
Asst. District Engineer

Approved:


JAN PAULO C. LISONDRA
OIC-District Engineer

Noted:


PATERNO L. GONZALES JR., CSEE
City Agriculturist
Department of Agriculture
City Government of Cagayan de Oro

Republic of the Philippines
REGION X
PROVINCE OF MISAMIS ORIENTAL
City of : Cagayan de Oro City
PROGRAM OF WORK

Project Title		Concreting of Brgy. Bugo FMR, Brgy. Bugo, Cagayan de Oro City																						
Category		Date:																						
Physical Target																								
Location		Brgy. Bugo, Cagayan de Oro City																						
Total Project Cost		Php. 22,000,000.00																						
Project Description:		<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Concreting of Roads along Brgy. Bugo (L= 313.87m, w= 5.0m and T= 0.20m.),with Transition (L=127.50, w= 1.60m, T= 0.20m) including Slope Protection in a various sections and a Marker at the beginning of the project w/ Dept. of Agriculture Logo & DPWH Logo.</td> <td style="width: 50%;"> <table border="0"> <tr><td>Appropriation: DA</td><td>: Php. 20,000,000.00</td></tr> <tr><td>Appropriation: local :</td><td>: Php. 2,000,000.00</td></tr> <tr><td>Total Appropriation</td><td>: Php. 22,000,000.00</td></tr> <tr><td>Source of Fund</td><td>: DA & CLGU (FY 2024)</td></tr> <tr><td>Implementation Mode</td><td>: By Contract</td></tr> <tr><td>Project Duration</td><td>: 214 CD</td></tr> <tr><td>Equipment Needed</td><td>:RG,RR,WT, SBC, CV & CS</td></tr> <tr><td>Manpower Requirement</td><td>:1F, 1SA,9M,6C,4S & 18L</td></tr> </table> </td> </tr> </table>					Concreting of Roads along Brgy. Bugo (L= 313.87m, w= 5.0m and T= 0.20m.),with Transition (L=127.50, w= 1.60m, T= 0.20m) including Slope Protection in a various sections and a Marker at the beginning of the project w/ Dept. of Agriculture Logo & DPWH Logo.	<table border="0"> <tr><td>Appropriation: DA</td><td>: Php. 20,000,000.00</td></tr> <tr><td>Appropriation: local :</td><td>: Php. 2,000,000.00</td></tr> <tr><td>Total Appropriation</td><td>: Php. 22,000,000.00</td></tr> <tr><td>Source of Fund</td><td>: DA & CLGU (FY 2024)</td></tr> <tr><td>Implementation Mode</td><td>: By Contract</td></tr> <tr><td>Project Duration</td><td>: 214 CD</td></tr> <tr><td>Equipment Needed</td><td>:RG,RR,WT, SBC, CV & CS</td></tr> <tr><td>Manpower Requirement</td><td>:1F, 1SA,9M,6C,4S & 18L</td></tr> </table>	Appropriation: DA	: Php. 20,000,000.00	Appropriation: local :	: Php. 2,000,000.00	Total Appropriation	: Php. 22,000,000.00	Source of Fund	: DA & CLGU (FY 2024)	Implementation Mode	: By Contract	Project Duration	: 214 CD	Equipment Needed	:RG,RR,WT, SBC, CV & CS	Manpower Requirement	:1F, 1SA,9M,6C,4S & 18L
Concreting of Roads along Brgy. Bugo (L= 313.87m, w= 5.0m and T= 0.20m.),with Transition (L=127.50, w= 1.60m, T= 0.20m) including Slope Protection in a various sections and a Marker at the beginning of the project w/ Dept. of Agriculture Logo & DPWH Logo.	<table border="0"> <tr><td>Appropriation: DA</td><td>: Php. 20,000,000.00</td></tr> <tr><td>Appropriation: local :</td><td>: Php. 2,000,000.00</td></tr> <tr><td>Total Appropriation</td><td>: Php. 22,000,000.00</td></tr> <tr><td>Source of Fund</td><td>: DA & CLGU (FY 2024)</td></tr> <tr><td>Implementation Mode</td><td>: By Contract</td></tr> <tr><td>Project Duration</td><td>: 214 CD</td></tr> <tr><td>Equipment Needed</td><td>:RG,RR,WT, SBC, CV & CS</td></tr> <tr><td>Manpower Requirement</td><td>:1F, 1SA,9M,6C,4S & 18L</td></tr> </table>	Appropriation: DA	: Php. 20,000,000.00	Appropriation: local :	: Php. 2,000,000.00	Total Appropriation	: Php. 22,000,000.00	Source of Fund	: DA & CLGU (FY 2024)	Implementation Mode	: By Contract	Project Duration	: 214 CD	Equipment Needed	:RG,RR,WT, SBC, CV & CS	Manpower Requirement	:1F, 1SA,9M,6C,4S & 18L							
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Implementation Mode	: By Contract																							
Project Duration	: 214 CD																							
Equipment Needed	:RG,RR,WT, SBC, CV & CS																							
Manpower Requirement	:1F, 1SA,9M,6C,4S & 18L																							
Item No.	Scope of Work	% Wt.	Quantity	Unit	Unit Price	Total																		
B.4 (8)	Permanent Monuments and Markers	0.05	1.00	ea.	11,283.28	11,283.28																		
B.5	Project Billboard	0.07	1.00	ea.	14,344.27	14,344.27																		
B.7 (2)	Occupational Safety and Health	1.73	1.00	i.e.	342,406.83	342,406.83																		
B.8 (1)	Traffic Management	0.07	7.13	month	35,470.61	252,905.48																		
B.9	Mobilization / Demobilization	0.48	1.00	1.e	85,138.20	85,138.20																		
102(2)	Surplus Common Excavation	72.41	65,261.08	cu.m	188.64	16,917,113.66																		
103(1)a	Structure Excavation (Common Soil)	0.06	39.28	cu.m	331.94	13,038.58																		
104(1)a	Embankment from Roadway Excavation,Common Soil	0.67	483.36	cu.m	298.58	147,802.75																		
105(1)a	Subgrade Preparation(Common Material)	0.20	2,190.83	sq.m	20.46	44,822.67																		
206(1)	Polymer Stabilized Subbase Course	8.58	761.56	cu.m	2,477.46	1,886,782.89																		
311(1)b1	Portland Cement Concrete Pavement (Unreinforced)	10.71	1,896.83	sq.m	1,388.13	2,355,430.58																		
505(2)a	Grouted Riprap (Class A)	3.77	174.40	cu.m.	4,753.28	828,950.52																		
nothing follows																								
Total Direct Cost		98.79				21,900,000.00																		
Breakdown of Estimated Project Cost		Source of Fund			Total																			
		DA	LOCAL COUNTERPART																					
			Cash	In Kind																				
A. Direct Cost																								
Materials			3,445,314.87	346,262.80	3,791,577.67																			
Equipment Rentals, Fuel & Oil			11,498,565.32	1,155,634.70	12,654,200.02																			
Labor			908,752.91	91,432.45	1,001,185.36																			
Sub Total I.A			15,852,633.10	1,593,329.95	17,445,963.05																			
B. Indirect Cost																								
OCM (12% of D.C.) if done by contract			1,829,709.88	191,199.59	2,020,909.47																			
Profit (8% of D.C.) if done by contract			1,243,862.27	127,488.40	1,371,428.67																			
VAT (5%of D.C.+ OCM + Profit) if done by contract			972,694.75	88,004.06	1,060,698.81																			
Sub Total I.B			4,046,366.90	406,670.05	4,453,036.95																			
C. Others Cost																								
1.Engng & Administrative Overhead Expenses (EAO) 0.5% of DA funds			100,000.00		100,000.00																			
Sub Total II.A		Sub total II.A	100,000.00		100,000.00																			
TOTAL PROJECT COST (I+II)			20,000,000.00	2,000,000.00	22,000,000.00																			

Prepared: 
EMELE D. PASTRANA
Engineer - II

Checked: 
HELEN A. MONTES
Chief of Planning and Design Section

Submitted: 
NEODINE A. BLANCO, AER
Asst. District Engineer

Approved: 
JAN PAULO C. LISONDRA
OIC-District Engineer

Noted: 
PATERNO L. GONZALES JR., CSEE
City Agriculturist
Department of Agriculture
City Government of Cagayan de Oro



Republic of the Philippines
 City of Cagayan de Oro
OFFICE OF THE CITY BUDGET OFFICER

**cagayan
de oro**

2nd Endorsement
 23 September 2024

CITY BUDGET OFFICER
 RECEIVED
 DATE: 9.23.2024
 TIME: 10:04

Respectfully referred back to **Atty. KENNETH O. TAMALA, MBA** City Legal Officer, this city, the herein-attached letter from **Mr. PATERNO L. GONZALES JR. CSEE**, City Agriculturist, this city, re: *Implementation of Farm-to-Market Road Projects by the Department of Agriculture – Regional Field Office 10 through the Department of Public Works and Highways*, with the information that the city has appropriated a total amount of **Php 8,000,000.00** in the CY 2024 Annual Budget, earmarked as the city's 10% counterpart, for the **Upgrading/Concreting of Farm-to-Market Road Program** under the Office of the City Agriculturist. This is to inform, further, that the city may now proceed with its implementation subject, however, to approved Engineering Program of Works and preparation of all other documentary requirements as therein presented.

For your information.

ROXANNE MAE A. RAVIDAS, CPA
 Acting City Budget Officer^M



**MEMORANDUM OF UNDERTAKING
(C.Y. 2024 Farm-to-Market Road Projects)**

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Undertaking is entered into and executed by and between:

The **Department of Public Works and Highways – Cagayan de Oro City 2nd District Engineering Office (DPWH-CDOC 2nd DEO)**, the state's engineering and construction arm to provide infrastructure facilities for national development within region 10, headed by its Office-In-Charge (OIC) District Engineer, **JAN PAULO C. LISONDRA**, with principal address at Macabalan, Cagayan de Oro City, hereinafter referred to as the **(DPWH-CDOC 2ND DEO)**

-and-

The **Local Government Unit of Cagayan de Oro City (LGU-CDOC)**, headed by its City Mayor, **HON. ROLANDO A. UY**, with principal address at Cagayan de Oro City herein referred to as **LGU-CDOC**.

-WITNESSETH-

WHEREAS, the DPWH-CDOC 2nd DEO and the LGU-CDOC are involved and committed to the successful implementation of CY 2024 Farm to Market Roads (FMR) to provide infrastructure facilities for national development;

WHEREAS, the Office of the Secretary Department of Public Works and Highways, Office of the Secretary issued Sub-Allotment Advice (SAA) SR2024-02-011155, (SAA) SR2024-02-011163 and (SAA) SR2024-02-011171 dated February 16, 2024 to Cagayan de Oro City 2nd District Engineering Office (CDOC 2nd DEO), for various infrastructure projects and allocated the amount of **Sixty Six Million Pesos (Php 66,000,000.00)** for the following CY 2024 FMR projects:

NAME OF FMR PROJECT	D.A. FUND	10% LGU Counterpart	TOTAL PROJECT COST
1. Concreting of Brgy. Balubal FMR, Brgy. Balubal, Cagayan de Oro City	Php 20.0 M	Php 2.00 M	Php 22.00 M
2. Concreting of Brgy. Bugo FMR, Brgy. Bugo, Cagayan de Oro City	20.0 M	Php 2.00 M	Php 22.00 M
3. Concreting of Brgy. Indahag FMR, Brgy. Indahag, Cagayan de Oro City	20.0 M	2.00 M	22.00 M
TOTAL	Php 60.0 M	Php 6.00 M	Php 66.00 M

WHEREAS, the FMR projects shall be implemented under counter-parting scheme, which the LGU-CDOC, shall provide a counterpart fund of not less than 10% of the project cost, as provided for in Section 52 of Republic Act 8435 (RA 8435), also known as "Agriculture and Fisheries Modernization Act (AFMA);

NOW THEREFORE, for and in consideration of the forgoing premises, the PARTIES to this Memorandum of Undertaking (MOU) do hereby agree to undertake the following terms and conditions;

Section 1. COVERAGE

Section 1.1 This MOU covers the implementation of the various CY 2024 FMR projects identified by the Hon. Rufus B. Rodriguez, 2nd Congressional District Representative, Cagayan de Oro City, validated and prioritized by DA for implementation by the DPWH-CDOC 2nd DEO, and;

Section 1.2. Policy Guidelines. All proposed CY 2024 FMR projects must meet the criteria stated in the Implementing Guidelines on the Implementation of Farm-to-Market Road Development Program of the Department of Agriculture.

Section 2. RESPONSIBILITIES OF THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS, CAGAYAN DE ORO CITY – 2ND DISTRICT ENGINEERING OFFICE (DPWH-CDOC 2ND DEO)

Section 2.1 The DPWH-CDOC 2nd DEO shall cause the preparation of Program of Works (POWs) and Detailed Engineering Design (DED), noted by the LGU-CDOC City Agriculture Office (CAO);

Section 2.2 The DPWH-CDOC 2nd DEO shall include in the preparation of POWs the 10% counterpart fund thru LGU-CDOC amounting to **Six Million Pesos (Php 6,000,000.00)** for the implementation of the named CY 2024 FMR projects. The counterpart fund shall be in the form of cash. The DPWH-CDOC 2nd DEO shall provide breakdown of cash in accordance with the Sub-project Program of Works and Financing Mix presented (Annex F);

Section 2.3 The DPWH-CDOC 2nd DEO shall issue official receipt to the LGU-CDOC upon receipt of the 10% counterpart for the implementation of the CY 2024 FMR projects;

Section 2.4 The DPWH-CDOC 2nd DEO shall secure Environmental Compliance Certificate (ECC) or Certificate of Non-Coverage (CNC) if applicable and adhere to its provisions and the other social safeguard measures;

Section 2.5 The DPWH-CDOC 2nd DEO shall undertake the bidding and award of contract for the project's civil works in accordance with Republic Act 9184 (RA 9184), also known as "Government Procurement Reform Act". The DPWH-CDOC 2nd DEO may pursue the procurement process upon the approval of the POWs & DEDs and Certificate of Availability of Funds (CAFs) and shall award the Contract only upon receipt of 10% counterpart from the LGU-CDOC;

Section 2.6 The DPWH-CDOC 2nd DEO shall conduct procurement of the total project fund (DA Project Fund + LGU-CDOC counterpart fund) per approved POWs/DEDs;

Section 2.7 The DPWH-CDOC 2nd DEO shall be responsible for the 100% completion of the projects in case the concerned contractor/s defaults in the implementation of the mentioned projects;

Section 2.8 The DPWH-CDOC 2nd DEO shall complete the CY 2024 FMR projects within the calendar days as indicated in the PERT/CPMs;

Section 2.9 The DPWH-CDOC 2nd DEO shall be fully responsible for the accounting and disbursement of funds in accordance with existing Commission of Audit (COA), Department of Budget and Management (DBM) and other existing government procedures, rules and regulations;

Section 2.10 The DPWH-CDOC 2nd DEO shall designate a Project Engineer in every CY 2024 FMR project identified who shall supervise all the project activities the entire duration of the projects; and

Section 2.11 The DPWH-CDOC 2nd DEO shall facilitate the turnover of completed CY 2024 FMR projects to the concerned local government unit beneficiaries in accordance with the provisions of the MOU.

Section 3. RESPONSIBILITIES OF THE CITY LOCAL GOVERNMENT UNIT OF CAGAYAN DE ORO CITY (LGU-CDOC)

Section 3.1 The LGU-CDOC shall issue CAFs to the DPWH-CDOC 2nd DEO for the necessary counterpart fund amounting to **Six Million Pesos (Ph 6,000,000.00)** signed by the City Local Finance Committee;

Section 3.2 The LGU-CDOCC counterpart fund amounting to **Six Million Pesos (Ph 6,000,000.00)** shall be downloaded by the LGU-CDOC to DPWH-CDOC 2nd DEO, upon approval of the MOU;

Section 3.3 The LGU-CDOC shall monitor the project implementation of the mentioned CY 2024 FMR projects as identified under this MOU; and

Section 3.4 The LGU-CDOC shall maintain the good condition of the enumerated CY 2024 FMR projects after completion and turn-over from the DPWH-CDOC 2nd DEO.

Section 4. GENERAL PROVISIONS

Section 4.1 The DPWH-CDOC 2nd DEO shall transfer the assets at cost to the LGU-CDOC after final acceptance of the projects and all required liquidation reports shall be submitted accordingly, and such shall be taken up in the books of the LGU- CDOC;

Section 4.2 In the event of any breach of agreement/s stated herein, the DPWH-CDOC 2nd DEO has the option to terminate this Agreement ten (10) days after receipt of written Notice. Termination shall include the availment of other right and remedies stipulated in this MOU;

Section 4.3 Implementation of Standards and Procedures. The involved parties, i.e. DPWH-CDOC 2nd DEO, LGU-CDOC, shall guarantee to carry out the CY 2024 FMR projects using generally accepted Professional and Technical Standards of the DPWH and in accordance with the attached schedules and appropriate Procurement Procedures as stipulated in the R.A. 9184, also known as "Government Procurement Reform Act";

Section 4.4 Authorized Representative/s. Any action required or permitted to be taken and any document/s required or permitted to be executed under this MOU in behalf of both parties (DPWH-CDOC 2nd DEO and LGU-CDOC) may be taken or executed by the DPWH-CDOC 2nd DEO and LGU-CDOC or any other person as may be designated in writing, provided, such assignment or designation is being authorized by DPWH-CDOC 2nd DEO and/or LGU-CDOC;

Section 4.5 Any dispute/disagreement arising due to the implementation of this MOU shall be settled and filed in the Regular Courts of Cagayan de Oro City;

Section 4.6 This MOU shall take effect upon the signing of the signatories herein identified and shall be terminated upon final acceptance of the project/s.

IN WITNESS WHEREOF, the undersigned parties hereby affix their signatures this _____ day of _____ 2023 at Cagayan de Oro City, Philippines.


**DPWH-CAGAYAN DE ORO CITY 2ND DISTRICT
ENGINEERING OFFICE**

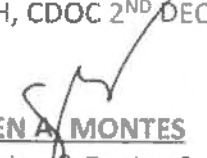

JAN PAULO C. LISONDRA
OIC- District Engineer

**CITY LOCAL GOVERNMENT UNIT
CAGAYAN DE ORO CITY**

HON. ROLANDO A. UY
City Mayor, Cagayan de Oro City

SIGNED IN THE PRESENCE OF:


LORNA B. GARIFE, CPA
Accountant III
DPWH, CDOC 2ND DEO


HELEN A. MONTES
Chief, Planning & Design Section
DPWH, CDOC 2ND DEO

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
_____) S.S.

In _____, Philippines, this _____ day of _____, 2023 before me, a Notary Public in and said City personally come and appeared before me.

NAME	GOV'T. ID NO.	ISSUED ON	ISSUED AT
1. JAN PAULO C. LISONDRA OIC-District Engineer	13M0017 125858	12/06/12	CDOC
2. ROLANDO A. UY Cagayan de Oro City Mayor			

Known to me known to be same persons who executed the foregoing document and acknowledged to me that the same is their free voluntary act and deed.

WITNESS my Hand and Seal on the date place first above-written.

Notary Public

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Republic of the Philippines
PROFESSIONAL REGULATION COMMISSION
 PROFESSIONAL IDENTIFICATION CARD



LAST NAME ▶ LISONDRA
 FIRST NAME ▶ JAN PAULO
 MIDDLE NAME ▶ CALUBAG
 REGISTRATION NO. ▶ 0125869
 REGISTRATION DATE ▶ 12/09/2012
 VALID UNTIL ▶ 01/25/2025

CIVIL ENGINEER



Department of Public Works and Highways
 Department of Planning and Research

JAN PAULO C. LISONDRA
 Registration No. 0125869

CIVIL ENGINEER
 Registration No. 0125869

CAGAYAN DE ORO CITY
 Registration No. 0125869




CERTIFICATION

20-3708156

This is to certify that the person whose name, photograph, and signature appear herein is a duly registered professional, legally authorized to practice his/her profession with all the rights and privileges appurtenant thereto.

This is to certify further that herein is a professional in good standing and that his/her certificate of registration/professional license has not been suspended, revoked or withdrawn.

[Signature]
 Signature of Professional

[Signature]
TEOFILO S. PILANDO, JR.
 Chairman



Home Address
 Sitio Siborjan, Barangay Rizal, Surigao City

Blood Type O	TIN No.: 437-045-444	Pag - IBIG No.: 9140-6908-4637
Date of Birth January 25, 1991	SSS No.: LP02004441999	Phil Health No.: 15-000107605-6

In Case of Emergency, Please Notify:
 Mr. Dante C. Lisondra
 +63 985 102 3067



[Three large handwritten signatures in blue ink]



20th City Council

CAGAYAN DE ORO CITY

HON. JOCELYN B. RODRIGUEZ
CITY VICE MAYOR



DISTRICT 1 CITY COUNCILORS



HON. AGA G. SWAN



HON. ROGER G. ABADAY



HON. JAY P. PASCUAL



HON. IMEE ROSE P. MORENO



HON. ROMEO V. CALIZO



HON. GEORGE S. GORING



HON. JOSE PEPE S. ABBU, JR.



HON. MALVERN A. ESPARCIA

DISTRICT 2 CITY COUNCILORS



HON. YEVONNA YACINE B. EMAMO



HON. MARIA LOURDES S. GAANE



HON. JOYLEEN MERCEDES L. BALABA



HON. JAMES K. JUDITH II



HON. IAN MARK Q. NACAYA



HON. EDGAR S. CABANLAS



HON. CHRISTIAN RUSTICO M. ACHAS



HON. SUZETTE G. MAGTAJAS-DABA

EX-OFFICIO MEMBERS



HON. YAN LAM S. LIM
ABC PRESIDENT



HON. KENNETH JOHN D. SACALA
SK FEDERATION PRESIDENT