



20th City Council CAGAYAN DE ORO CITY

AGENDA



HON. JOCELYN B. RODRIGUEZ
City Vice Mayor



8TH SPECIAL SESSION
Monday / 13 June 2024 / 1:00 PM
Session Hall, City Hall, Cagayan de Oro City

FILE



12 June 2024

THE HONORABLE MEMBERS

20TH CITY COUNCIL (SANGGUNIANG PANLUNGSOD)

CAGAYAN DE ORO CITY

Gentlemen and Ladies:

Please be notified of the **8th Special Session** of the 20th City Council (*Sangguniang Panlungsod*) of Cagayan de Oro **tomorrow, 13th June 2024 at 1:00 PM** at the Session Hall, Legislative Bldg., City Hall, this City, pursuant to the Call by His Honor, City Mayor Rolando A. Uy for the purpose of adopting the herein attached Proposed Ordinances (*see Agenda*).

In accordance with the Internal Rules of Procedure (IRP) of the august body, you may join the Special Session via Zoom (*Meeting ID 9801749646 / Password 121720*). Likewise, the Dress Code for the said session is suspended.

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

HON. KENNETH JOHN D. SACALA

CITY COUNCILOR

HON. DATU ROBERTO P. CABARING

CITY COUNCILOR

LIGA NG MGA BARANGAY PRESIDENT

CITY SK FEDERATION PRESIDENT

IPMR

**AGENDA OF THE 8TH SPECIAL SESSION
OF THE 20TH CITY COUNCIL (SANGGUNIANG PANLUNGSOD) OF
CAGAYAN DE ORO, THURSDAY, 13 JUNE 2024**

Order of Business

- A. CALL TO ORDER BY THE PRESIDING OFFICER, HONORABLE CITY VICE MAYOR JOCELYN B. RODRIGUEZ**
- B. INVOCATION BY HONORABLE COUNCILOR ROGER G. ABADAY**
- 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. AGENDA:**
- 1) PROPOSED ORDINANCE NO. 2024-499** – approving the Supplemental Budget No. 1 of the General Fund and the Supplemental Budget No. 1 of the Special Account: Local Economic Enterprises/Utilities, both for Calendar Year 2024, with estimated incomes of ₱117,098,323.00 and ₱192,000.00, respectively, against estimated expenditures of the same amounts.
(SEE APPENDIX "A" / Pages 1-15)
- Document/s on file:**
- Letter of Honorable City Mayor Rolando A. Uy dated 11 June 2024
 - LFC Certification dtd 11 June 2024
 - Local Expenditure Program (Executive Supplemental Budget No. 1, GF CY 2024 & Special Account – LEE/Us CY 2024
- 2) PROPOSED ORDINANCE NO. 2024-500** – 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 Philippine Statistics Authority (PSA), represented by its Officer-in-Charge for Region X, Janith C. Aves, covering the collaboration of the parties in the implementation of the 2024 Community Based Monitoring System (CBMS), under the terms and conditions stipulated therein.
(SEE APPENDIX "B" / Pages 16-32)
- Document/s on file:**
- Letter-request of Honorable City Mayor Rolando A. Uy dated 10 June 2024
 - Letter of the City Legal Officer dtd 10 June 2024
 - LFC Certification dyd 27 May 2024
 - Draft MOA
- 3) PROPOSED ORDINANCE NO. 2024-500** – authorizing the Honorable City Mayor Rolando A. Uy, representing the City Government of Cagayan de Oro, to enter into and sign the Memorandum of Understanding (MOU) with the Teach for the Philippines, Inc. (TFP), represented by its Chief Executive Officer, Ms. Ma. Victoria Andrea A. Ungco, covering the collaboration of the parties in the implementation of the Teach for the Philippines Fellowship Program for the period SY 2024-2025 and SY 2025-2026, under the terms and conditions stipulated

therein.

(SEE APPENDIX "C" / Pages 33-49)

Document/s on file:

- Letter-request of Honorable City Mayor Rolando A. Uy dated 10 May 2024
- Letter of the City Legal Officer did 30 May 2024
- Draft MOU

COMMITTEE SPONSOR/S:

- COMMITTEE ON **EDUCATION**
 - COUNCILOR SUZETTE G. MAGTAJAS-DABA, CHAIRPERSON
 - COUNCILOR MARIA LOURDES S. GAANE, MEMBER
 - COUNCILOR GEORGE S. GOKING, MEMBER
 - COUNCILOR JAY R. PASCUAL, MEMBER
 - COUNCILOR YEVONNA YACINE B. EMANO, 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



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

**cagayan
de Oro**
city of golden friendship



11 June 2024

The Honorable Sanggunian Panlungsod Members

Thru: **Hon. Jocelyn B. Rodriguez**
City Vice Mayor
Cagayan de Oro City

Ladies and Gentlemen:

Respectfully submitting to you Supplemental Budget No. 1 of the General Fund and Special Account: Local Economic Enterprises for CY 2024, providing for the items specified therein.

Please note that the budget allocations covered are funded from reversion/realignment of Current and Continuing Appropriations, to fund priority programs and projects of the city.

It is recommended that, if the herein proposed budget will be approved, the enclosed budget be considered as Supplemental Budget No. 1 of the General Fund and Special Account: Local Economic Enterprises for CY 2024.

I am therefore certifying to the urgency this matter for inclusion in the regular/special session.

Thank you.

Very truly yours,

ROLANDO A. UY
City Mayor

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CERTIFICATION

THIS IS TO CERTIFY that the Reversion/Realignment from Current and Continuing Appropriations amounting to **₱ 117,098,323.00** for General Fund & **₱ 192,000.00** for Special Account – Local Economic Enterprise/Utilities, both for CY 2024 Supplemental Budget No. 1, taken as fund sources, are fully backed-up with cash and are free of encumbrances and without creditors/claimants, hence available to fund priority programs and projects of the city.

This Certification is issued to support Supplemental Budget No. 1 of the General Fund and Special Account – Local Economic Enterprises/Utilities for CY 2024.

Done this 11th day of June, 2024 in Cagayan de Oro City.


ROXANNE MAE A. RAVIDAS, CPA
Acting City Budget Officer


MEY V. GOMEZ, CPA
Acting City Accountant


JASMIN T. MAAGAD
City Treasurer

LOCAL EXPENDITURE PROGRAM

EXECUTIVE SUPPLEMENTAL BUDGET NO. 1

GENERAL FUND CY 2024



CITY OF CAGAYAN DE ORO

STATEMENT OF FUNDING SOURCES
(SUPPLEMENTAL BUDGET NO. 1)
CY 2024

CAGAYAN DE ORO CITY

Province/City/Municipality

GENERAL FUND

Fund/Special Account

PARTICULARS	ACCOUNT CLASSIFICATION	AMOUNT
1.1 NTA Income Adjustment Due to its Decrease pursuant to LBM No. 87-A dated December 28, 2023 NATIONAL TAX ALLOTMENT (NTA) <i>Approved Income/Receipts:</i> Annual Budget CY 2024- GF pursuant LBM No. 87 2,500,713,475.00 Final NTA pursuant to LBM No. 87-A 2,497,583,490.00 Decrease <u>(3,129,985.00)</u>		(3,129,985.00)
NON-OFFICE ECONOMIC SECTOR: INFRASTRUCTURE PROGRAMS & PROJECTS Construction of Drainage System: Drainage System at Kinasanghan Road (Tap to Petron)	CO	3,129,985.00
1.2 REVERSION/REALIGNMENT OF SAVINGS/UNUTILIZED CURRENT & CONTINUING APPROPRIATIONS CY 2024 CURRENT APPROPRIATION NON-OFFICE GENERAL PUBLIC SERVICES SECTOR: SPECIAL PURPOSE FUNDS: Reserved for Salary Increase	PS	8,616,846.00
NON-OFFICE SOCIAL SERVICES SECTOR: AID TO DIFFERENT GOVERNMENT ENTITIES Financial Assistance to Barangays- 250 Child Development Teachers (CDT) OMOE- Financial Assistance- 250 CDT @5,000.00 x 13	MOOE	11,187,000.00
NON-OFFICE ECONOMIC SECTOR: INFRASTRUCTURE PROGRAMS & PROJECTS City Hospital Infrastructure Projects: Construction of 8 Operating Room Theater Other Development Programs/Projects: Promotion of Environmental Rehabilitation and Conservation Network	CO	9,375,000.00 230,000.00
CY 2023 CONTINUING APPROPRIATION OFFICE OF THE CITY GENERAL SERVICES OFFICER Special Program/Projects: Support to BAC(Bids and Awards Committee) 1 unit 2.0 HP Split Type Aircon Wall Mounted 1 lot Furniture & Fixtures Support to Asset Management Advisory Council- TWG Secretariat 1 unit Drone	CO CO CO	90,000.00 100,000.00 75,000.00
NON-OFFICE ECONOMIC SECTOR: INFRASTRUCTURE PROGRAMS & PROJECTS Concrete Paving of Roads: Roads with drainage system at DOH Drug Rehabilitation Center, Maitum Puerto	CO	5,570,000.00
CY 2023 CONTINUING ALLOTMENT OFFICE OF THE CITY ENVIRONMENT AND NATURAL RESOURCES OFFICER Special Program/Projects: Public Cemetery Management Maintenance and Other Operating Expenses	MOOE	120,000.00


PARTICULARS	ACCOUNT CLASSIFICATION	AMOUNT
NON-OFFICE ECONOMIC SERVICES SECTOR		
Infrastructure Programs & Projects		
Public Buildings/Miscellaneous Structures		
Construction of Perimeter Fence at Demo Farm, Tuburan, Phase II	CO	3,000,000.00
CY 2022 CONTINUING APPROPRIATION		
NON-OFFICE GENERAL PUBLIC SERVICES SECTOR:		
Special Program/Projects:		
Implementation of City Shelter Plan- Land Development (Portion of the 60 Has. Land)	CO	13,004,372.00
NON-OFFICE ECONOMIC SERVICES SECTOR		
INFRASTRUCTURE PROGRAMS & PROJECTS		
Concrete Paving of Roads:		
Tablon Barangay Roads	CO	5,000,000.00
Sitio Bolihon, Taglimao	CO	4,430,000.00
Tagpangi to Sitio Batinay, Tagpangi	CO	15,000,000.00
Road Opening & Widening:		
Sitio Mintugsok FMR, Cugman	CO	10,000,000.00
Construction of Bank/Slope Protection Structure:		
Slope Protection Structure at FS Catanico Barangay Road	CO	3,000,000.00
Taguanao Creek Bank Protection Structure, Indahag (Phase 3)	CO	2,418,796.00
Galacapan Creek Bank Protection Structure, Macasandig (Phase 2)	CO	9,927,309.00
Construction of Drainage System:		
Drainage system at Barangay 40	CO	3,895,000.00
Macapagal Drive (Phase 4)	CO	1,900,000.00
Lumbia Main Drain (Phase 2)	CO	4,046,000.00
CY 2022 CONTINUING ALLOTMENT		
OFFICE OF THE TREASURER		
Special Program/Projects:		
Implementation of Ordinance No. 12139-11 (OVR)		
Maintenance & Other Operating Expenses	MOOE	400,000.00
Real Property Task Force		
Maintenance & Other Operating Expenses	MOOE	2,100,000.00
CY 2021 CONTINUING APPROPRIATION		
OFFICE OF THE CITY BUDGET OFFICER		
1 unit Paper Shredder HD	CO	18,000.00
1 unit Sound System	CO	30,000.00
NON-OFFICE ECONOMIC SERVICES SECTOR		
INFRASTRUCTURE PROGRAMS & PROJECTS		
Concrete Paving of Roads:		
Road at Lower Zone 2, Tuburan (Phase 2)	CO	3,000,000.00
Declogging/Dessilting of Existing Major Waterways and its Tributaries:		
Gusa Creek, Gusa	CO	400,000.00
CY 2020 CONTINUING APPROPRIATION		
OFFICE OF THE CITY BUDGET OFFICER		
3 units document scanner	CO	100,000.00
CY 2015 CONTINUING APPROPRIATION		
OFFICE OF THE CITY BUDGET OFFICER		
1 unit Laptop, i7 Quad Core	CO	35,000.00
1 unit Projector	CO	30,000.00
TOTAL ESTIMATED INCOME		117,098,323.00

CERTIFIED CORRECT: LOCAL FINANCE COMMITTEE

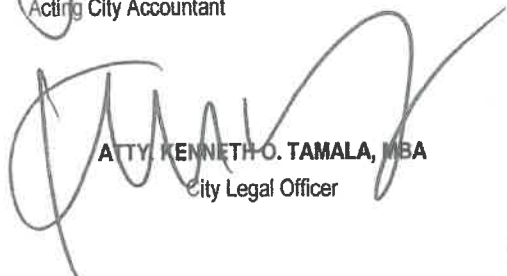

ROXANNE MAE A. KAVIDAS, CPA
Acting City Budget Officer

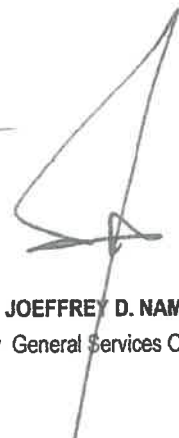

JASMIN T. MAGAD
City Treasurer


CHEDILYN AISSA P. DULGUIME, EnP
Asst. City Planning & Dev't. Coordinator
OIC-CPDO

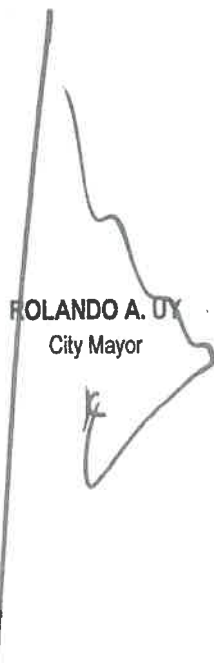

MEY V. GOMEZ, CPA
Acting City Accountant


ATTY. ROY HILARIO P. RAAGAS
City Administrator


ATTY. KENNETH O. TAMALA, MBA
City Legal Officer


ATTY. JOEFFREY D. NAMALATA
City General Services Officer

APPROVED:


ROLANDO A. UY
City Mayor

STATEMENT OF SUPPLEMENTAL APPROPRIATION
(SUPPLEMENTAL BUDGET NO. 1)
CY 2024
CAGAYAN DE ORO CITY

GENERAL FUND

IMPLEMENTING OFFICE	PARTIC U-LARS	AIP CODE	OBJECT OF EXPENDITURES	ACCOUNT CODE	AMOUNT
GENERAL PUBLIC SERVICES SECTOR OFFICE OF THE CITY CHIEF EXECUTIVE	PS		Representation Allowance	501-02-02-0	P 18,000.00
			Transportation Allowance	501-02-03-0	18,000.00
			Lumpsum Creation of New Position (#1)		601,974.00
			<i>Salaries & Wages - Regular (July-Dec)</i>		429,066.00
			<i>Personal Economic Relief Allowance (PERA)</i>		14,000.00
			<i>Clothing/Uniform Allowance</i>		6,000.00
			<i>Year End Bonus</i>		71,511.00
			<i>Cash Gift</i>		5,000.00
			<i>Productivity Enhancement Incentive</i>		5,000.00
			<i>Retirement and Life Insurance Premiums</i>		51,488.00
			<i>Pag-Ibig Contributions</i>		8,582.00
			<i>PhilHealth Contributions</i>		10,727.00
			<i>Employees Compensation Insurance Premium</i>		600.00
			MOOE	CO	Other Maintenance & Operating Expenses
	CO	Purchase of the following:			
	2 units Speech Teleprompter		120,000.00		
		1 unit Laptop with complete accessories		90,000.00	
		1 unit Camera with lens		150,000.00	
TOTAL OFFICE OF THE CITY CHIEF EXECUTIVE					1,215,974.00
OFFICE OF THE CITY INTERNAL AUDIT SERVICE	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL OFFICE OF THE CITY INTERNAL AUDIT SERVICE					48,000.00
CAGAYAN DE ORO TRADE AND INVESTMENT PROMOTIONS CENTER	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL CAGAYAN DE ORO TRADE AND INVESTMENT PROMOTIONS CENTER					48,000.00
CITY MANAGEMENT INFORMATION SYSTEM & INNOVATION DEPARTMENT	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL CITY MANAGEMENT INFORMATION SYSTEM & INNOVATION DEPARTMENT					48,000.00
OFFICE FOR COMMUNITY AFFAIRS	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL OFFICE FOR COMMUNITY AFFAIRS					48,000.00
CITY TOURISM AND CULTURAL AFFAIRS OFFICE	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL CITY TOURISM AND CULTURAL AFFAIRS OFFICE					48,000.00
OFFICE OF THE ROADS AND TRAFFIC ADMINISTRATION OFFICER	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL OFFICE OF THE ROADS AND TRAFFIC ADMINISTRATION OFFICER					48,000.00
OFFICE OF THE CITY DISASTER RISK REDUCTION AND MANAGEMENT OFFICER	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL OFFICE OF THE CITY DISASTER RISK REDUCTION AND MANAGEMENT OFFICER					48,000.00
OFFICE OF THE HUMAN RESOURCE MANAGEMENT OFFICER	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
			Lumpsum Creation of New Position (#1)		323,187.00
			<i>Salaries & Wages - Regular (July- Dec)</i>		219,714.00
			<i>Personal Economic Relief Allowance (PERA)</i>		14,000.00
			<i>Clothing/Uniform Allowance</i>		6,000.00
			<i>Year End Bonus</i>		36,619.00
<i>Cash Gift</i>		5,000.00			
		<i>Productivity Enhancement Incentive</i>		5,000.00	

STATEMENT OF SUPPLEMENTAL APPROPRIATION
(SUPPLEMENTAL BUDGET NO. 1)
CY 2024
CAGAYAN DE ORO CITY

GENERAL FUND

IMPLEMENTING OFFICE	PARTIC U-LARS	AIP CODE	OBJECT OF EXPENDITURES	ACCOUNT CODE	AMOUNT
			<i>Retirement and Life Insurance Premiums</i>		26,366.00
			<i>Pag-Ibig Contributions</i>		4,395.00
			<i>PhilHealth Contributions</i>		5,493.00
			<i>Employees Compensation Insurance Premium</i>		600.00
TOTAL OFFICE OF THE HUMAN RESOURCE MANAGEMENT OFFICER					371,187.00
OFFICE OF THE CITY VICE MAYOR	PS		Representation Allowance	501-02-02-0	18,000.00
			Transportation Allowance	501-02-03-0	18,000.00
TOTAL OFFICE OF THE CITY VICE MAYOR					36,000.00
OFFICE OF THE SANGGUNIANG PANLUNGSOD-KAGAWADS	PS				
1st District Hon. Jose Pepe S. Abbu, Jr.			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
1st District Hon. Imee Rose Moreno-Lapuz			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
1st District Hon. Roger D. Abaday			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
1st District Hon. George S. Goking			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
1st District Hon. Malvern A. Esparcia			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
1st District Hon. Agapito Eriberto G. Suan			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
1st District Hon. Romeo V. Calizo			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
1st District Hon. Jay R. Pascual			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
2nd District Hon. Maria Lourdes S. Gaane			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
2nd District Hon. Suzette G. Magtajas-Daba			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
2nd District Hon. Edgar S. Cabanlas			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
2nd District Hon. Christian Rustico M. Achas			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
2nd District Hon. Yevonna Yacine B. Emano			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
2nd District Hon. Joyleen Mercedes L. Balaba			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
2nd District Hon. Ian Mark Q. Nacaya			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
2nd District Hon. James K. Judith III			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
ABC President Hon. Lam Yan Lim			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
SK President Hon. Kenneth John D. Sacala			Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
Indigenous People Mandatory Representative (IPMR)			Lumpsum Creation of New Position (#1)		2,803,885.00
			<i>Salaries & Wages - Regular</i>		1,897,488.00
			<i>Personal Economic Relief Allowance (PERA)</i>		48,000.00
			<i>Representation Allowance</i>		102,000.00
			<i>Transportation Allowance</i>		102,000.00
			<i>Clothing/Uniform Allowance</i>		12,000.00
			<i>Mid- Year Bonus</i>		158,124.00
			<i>Year End Bonus</i>		158,124.00

STATEMENT OF SUPPLEMENTAL APPROPRIATION
(SUPPLEMENTAL BUDGET NO. 1)
CY 2024
CAGAYAN DE ORO CITY

GENERAL FUND

IMPLEMENTING OFFICE	PARTIC U-LARS	AIP CODE	OBJECT OF EXPENDITURES	ACCOUNT CODE	AMOUNT
			<i>Cash Gift</i>		10,000.00
			<i>Productivity Enhancement Incentive</i>		10,000.00
			<i>Retirement and Life Insurance Premiums</i>		227,699.00
			<i>Pag-Ibig Contributions</i>		37,950.00
			<i>PhilHealth Contributions</i>		38,100.00
			<i>Employees Compensation Insurance Premium</i>		2,400.00
	MOOE		Traveling Expenses	502-01-010	100,000.00
			Training Expenses	502-02-010	100,100.00
			Office Supplies Expenses	502-03-010	71,350.00
			Telephone Expenses - Mobile	502-05-020-01	45,000.00
			Internet Subscription Expenses	502-05-030	5,100.00
			Repairs and Maintenance - Furniture & Fixtures	502-13-070	7,500.00
			Other Maintenance and Operating	502-99-990	
			OMOE - Membership Dues & Contributions to Orgs. - PCL and PCL		1,500.00
			OMOE - Sports and Cultural		150,000.00
			Other Maintenance & Operating		188,750.00
			OMOE - Committee Services		312,500.00
TOTAL OFFICE OF THE SANGGUNIANG PANLUNGSOD- KAGAWADS					4,217,685.00
OFFICE OF THE CITY SECRETARY	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL OFFICE OF THE CITY SECRETARY					48,000.00
OFFICE OF THE CITY ADMINISTRATOR	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL OFFICE OF THE CITY ADMINISTRATOR					48,000.00
OFFICE OF THE CITY PLANNING & DEVELOPMENT COORDINATOR	PS		Representation Allowance	501-02-02-0	36,000.00
			Transportation Allowance	501-02-03-0	36,000.00
TOTAL OFFICE OF THE CITY PLANNING & DEV'T. COORDINATOR					72,000.00
CITY HOUSING AND URBAN DEVELOPMENT DEPT.	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL CITY HOUSING AND URBAN DEVELOPMENT DEPARTMENT					48,000.00
OFFICE OF THE CITY BUILDING OFFICIAL	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
	CO		1 unit Utility Vehicle		2,600,000.00
TOTAL OFFICE OF THE CITY BUILDING OFFICIAL					2,648,000.00
OFFICE OF THE CITY CIVIL REGISTRAR	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL OFFICE OF THE CITY CIVIL REGISTRAR					48,000.00
OFFICE OF THE CITY GENERAL SERVICES OFFICER	PS		Representation Allowance	501-02-02-0	36,000.00
	CO		Transportation Allowance	501-02-03-0	36,000.00
			Support to Asset Management Advisory Secretariat		
			1 unit Tablet		75,000.00
			Support to BAC (Bids and Awards Committee)		
			1 unit Server with (3) Hard Drive		190,000.00
TOTAL OFFICE OF THE CITY GENERAL SERVICES OFFICER					337,000.00
OFFICE OF THE CITY BUDGET OFFICER	PS		Representation Allowance	501-02-02-0	36,000.00
			Transportation Allowance	501-02-03-0	36,000.00
	MOOE		Other Maintenance and Operating Expenses	502-99-990	213,000.00
TOTAL OFFICE OF THE CITY BUDGET OFFICER					285,000.00
OFFICE OF THE CITY ACCOUNTANT	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL OFFICE OF THE CITY ACCOUNTANT					48,000.00
OFFICE OF THE CITY TREASURER	PS		Representation Allowance	501-02-02-0	36,000.00
			Transportation Allowance	501-02-03-0	36,000.00

STATEMENT OF SUPPLEMENTAL APPROPRIATION
(SUPPLEMENTAL BUDGET NO. 1)
 CY 2024
CAGAYAN DE ORO CITY

GENERAL FUND

IMPLEMENTING OFFICE	PARTIC U-LARS	AIP CODE	OBJECT OF EXPENDITURES	ACCOUNT CODE	AMOUNT
	CO		Purchase of 10 units 5 Tonner Split Type Floor Airconditioner incldg. Installation		2,500,000.00
TOTAL OFFICE OF THE CITY TREASURER					2,572,000.00
OFFICE OF THE CITY ASSESSOR	PS		Representation Allowance	501-02-02-0	36,000.00
			Transportation Allowance	501-02-03-0	36,000.00
TOTAL OFFICE OF THE CITY ASSESSOR					72,000.00
OFFICE OF THE CITY INFORMATION OFFICER	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL OFFICE OF THE CITY INFORMATION OFFICER					48,000.00
CAGAYAN DE ORO CITY PUBLIC LIBRARY	PS		Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
TOTAL CAGAYAN DE ORO CITY PUBLIC LIBRARY					24,000.00
OFFICE OF THE CITY LEGAL OFFICER	PS		Representation Allowance	501-02-02-0	36,000.00
			Transportation Allowance	501-02-03-0	36,000.00
			Other Bonuses and Allowances		
			Special Counsel- Allowance	501-02-100	72,000.00
TOTAL OFFICE OF THE CITY LEGAL OFFICER					144,000.00
NON-OFFICE: GENERAL PUBLIC SERVICES OFFICE			Statutory and Contractual Obligation: Insurance and Registration Expenses		10,000,000.00
			Peace and Order Development Program: 1 unit Utility Vehicle- Task Group Demolition		1,900,000.00
			1 unit Utility Vehicle- PDEA		1,598,000.00
			Procurement of Six (6) High-end Signal jammers		2,400,000.00
			Renovation of Officers' Quarters and EP Barracks		1,420,796.00
TOTAL NON- OFFICE: GENERAL PUBLIC SERVICES					17,318,796.00
TOTAL GENERAL PUBLIC SERVICES SECTOR					29,937,642.00
SOCIAL SERVICES SECTOR					
OFFICE OF THE CITY PUBLIC EMPLOYMENT SERVICE MANAGER	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL OFFICE OF THE CITY PUBLIC EMPLOYMENT SERVICE MANAGER					48,000.00
OFFICE OF THE CITY HEALTH OFFICER	PS		Representation Allowance	501-02-02-0	36,000.00
			Transportation Allowance	501-02-03-0	36,000.00
TOTAL OFFICE OF THE CITY HEALTH OFFICER					72,000.00
OFFICE OF THE CITY PUBLIC SERVICES OFFICER	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
	CO		1 unit Utility Vehicle		800,000.00
TOTAL OFFICE OF THE CITY PUBLIC SERVICES OFFICER					848,000.00
OFFICE OF THE CITY SOCIAL WELFARE AND DEVELOPMENT OFFICER	PS		Representation Allowance	501-02-02-0	36,000.00
			Transportation Allowance	501-02-03-0	36,000.00
TOTAL OFFICE OF THE CITY SOCIAL WELFARE AND DEVELOPMENT OFFICER					72,000.00
CITY SCHOLARSHIP OFFICE	PS		Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
TOTAL CITY SCHOLARSHIP OFFICE					24,000.00

STATEMENT OF SUPPLEMENTAL APPROPRIATION
(SUPPLEMENTAL BUDGET NO. 1)
 CY 2024
CAGAYAN DE ORO CITY

GENERAL FUND

IMPLEMENTING OFFICE	PARTIC U-LARS	AIP CODE	OBJECT OF EXPENDITURES	ACCOUNT CODE	AMOUNT
OFFICE OF THE CITY HEALTH INSURANCE OFFICER	PS		Representation Allowance	501-02-02-0	12,000.00
			Transportation Allowance	501-02-03-0	12,000.00
TOTAL OFFICE OF THE CITY HEALTH INSURANCE OFFICER					24,000.00
NON-OFFICE ACCOUNT: SOCIAL SERVICES SECTOR	MOOE		Aid to Different Government Entities: Financial Assistance to Barangays- 250 CHILD DEVELOPMENT TEACHERS (CDT) OMOE- Financial Assistance- 226 CDT @ P5,500.00 x 9 months		11,187,000.00
	MOOE		Special Purpose Funds: Electricity Expenses	502-04-020	1,190,172.00
			Awards/Rewards Expenses- Incentives for Board/ Bar Topnotchers	502-06-010	1,000,000.00
TOTAL NON-OFFICE ACCOUNT: SOCIAL SERVICES SECTOR					13,377,172.00
TOTAL NON-OFFICE ACCOUNT: SOCIAL SERVICES SECTOR					14,465,172.00
ECONOMIC SERVICES SECTOR OFFICE OF THE CITY AGRICULTURIST	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL OFFICE OF THE CITY AGRICULTURIST					48,000.00
OFFICE OF THE CITY VETERINARIAN	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL OFFICE OF THE CITY VETERINARIAN					48,000.00
OFFICE OF THE CITY ENVIRONMENT AND NATURAL RESOURCES OFFICER	PS		Representation Allowance	501-02-02-0	36,000.00
			Transportation Allowance	501-02-03-0	36,000.00
	CO		Public Cemetery Management: Procurement of 1 unit Table Saw		120,000.00
TOTAL OFFICE OF THE CITY ENVIRONMENT & NATURAL RESOURCES OFFICER					192,000.00
OFFICE OF THE CITY ENGINEER	PS		Representation Allowance	501-02-02-0	36,000.00
			Transportation Allowance	501-02-03-0	36,000.00
TOTAL OFFICE OF THE CITY ENGINEER					72,000.00
OFFICE OF THE CITY EQUIPMENT DEPOT MANAGER	PS		Representation Allowance	501-02-02-0	24,000.00
			Transportation Allowance	501-02-03-0	24,000.00
TOTAL OFFICE OF THE CITY EQUIPMENT DEPOT MANAGER					48,000.00
NON-OFFICE ACCOUNT: ECONOMIC SERVICES SECTOR	CO		Special Purpose Funds: Infrastructure Programs & Projects <u>Concrete Paving of Roads:</u> Concrete Paving of Road Lot 2,4,9,7 and 8 and Construction of Main Drain at Canal-4, Target Range Village, Bulua		18,430,000.00
			Concrete Paving of Road towards CDORSHIP Phase II, Canitoan		6,000,000.00
			<u>Water System:</u> Realignment of Water Pipeline @ (CDORSHIP 5), Phase 2, San Simon		119,250.00
			<u>Construction of Drainage System:</u> Construction of Drainage System along Cabactulan St. at Purok Zone 4, Kauswagan		762,720.00

STATEMENT OF SUPPLEMENTAL APPROPRIATION
(SUPPLEMENTAL BUDGET NO. 1)
 CY 2024
CAGAYAN DE ORO CITY

GENERAL FUND

IMPLEMENTING OFFICE	PARTIC U-LARS	AIP CODE	OBJECT OF EXPENDITURES	ACCOUNT CODE	AMOUNT
			<u>Public Buildings/Miscellaneous Structures:</u>		
			Conventional Fire Detection Alarm System (FDAS) for 40-2 Storey Residential Building at Balubal Relocation Project Phase 2, Zone 2, Barangay Balubal		11,814,200.00
			Proposed Renovation of J.R Borja General Hospital Dental Clinic, Carmen		1,812,780.00
			Renovation/Expansion of Radiology Unit and the Installation of Malasakit, Cashier & Philhealth Office		9,375,000.00
			Concrete Paving of Road at Demo Farm, Dansolihon		3,000,000.00
			Concrete Paving of Scions Interior Roads, Canitoan		7,232,559.00
			Construction of Storage Area at Executive Building, Roofdeck City Hall Compound		1,284,000.00
			Completion of Carmen National High School Stage, Macanhan, Carmen		1,360,000.00
			Construction of Museum Extension (storage, archives, and Library w/ museum facilities-glass cases)		1,251,000.00
			2-Storey ALS Multipurpose Building West City Central School, Carmen		4,046,000.00
			<u>Other Development Programs & Projects:</u>		
			Promotion of Environmental Rehabilitation and Conservation Network:		
			1 unit Laptop Computer		160,000.00
			1 unit Projector		70,000.00
			Project Lunhaw: Building Climate Resiliency for CDO Year II		
			Maintenance & Other Operating Expenses	502-99-990	5,000,000.00
			Capital Outlay:		
			5 units High-end Laptops		500,000.00
			1 unit A3 Printer		70,000.00
TOTAL NON-OFFICE ACCOUNT: ES					72,287,509.00
TOTAL ECONOMIC SERVICES SECTOR					72,695,509.00
TOTAL APPROPRIATIONS					P 117,098,323.00

PREPARED BY

ROXANNE MAE A. RAVIDAS, CPA
 Acting City Budget Officer

APPROVED:

ROLANDO A. UY
 City Mayor

LOCAL EXPENDITURE PROGRAM

EXECUTIVE SUPPLEMENTAL BUDGET NO. 1

SPECIAL ACCOUNT – LEE/Us CY 2024



CITY OF CAGAYAN DE ORO

STATEMENT OF SUPPLEMENTAL APPROPRIATION
 (SUPPLEMENTAL BUDGET NO. 1)
 CY 2024
CAGAYAN DE ORO CITY

SPECIAL ACCOUNT: LOCAL ECONOMIC ENTERPRISES/UTILITIES

IMPLEMENTING OFFICE	PARTICULARS	AIP CODE	OBJECT OF EXPENDITURES	ACCOUNT CODE	AMOUNT
CITY ECONOMIC ENTERPRISES AND BUSINESS DEVELOPMENT ADMINISTRATION (CEEBDA)	PS		Representation Allowance		36,000.00
			Transportation Allowance		36,000.00
TOTAL CEEBDA					72,000.00
CITY COLLEGE OF CAGAYAN DE ORO	PS		Representation Allowance		12,000.00
			Transportation Allowance		12,000.00
TOTAL CITY COLLEGE OF CAGAYAN DE ORO					24,000.00
J.R BORJA GENERAL HOSPITAL	PS		Representation Allowance		24,000.00
			Transportation Allowance		24,000.00
TOTAL J.R BORJA GENERAL HOSPITAL					48,000.00
JRBGH ANNEX: CITY HOSPITAL- LUMBIA	PS		Representation Allowance		12,000.00
			Transportation Allowance		12,000.00
TOTAL JRBGH ANNEX: CITY HOSPITAL- LUMBIA					24,000.00
JRBGH ANNEX: CITY HOSPITAL- TABLON	PS		Representation Allowance		12,000.00
			Transportation Allowance		12,000.00
TOTAL JRBGH ANNEX: CITY HOSPITAL- TABLON					24,000.00
TOTAL APPROPRIATIONS					192,000.00

PREPARED BY:

ROXANNE MAE A. RAVIDAS, CPA
 Acting City Budget Officer

APPROVED:

ROLANDO A. UY
 City Mayor

STATEMENT OF FUNDING SOURCES
(SUPPLEMENTAL BUDGET NO. 1)
 CY 2024


CAGAYAN DE ORO CITY
 Province/City/Municipality

SPECIAL ACCOUNT: LOCAL ECONOMIC ENTERPRISES/UTILITIES

Fund/Special Account

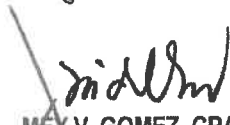
PARTICULARS	ACCOUNT CLASSIFICATION	AMOUNT
1.0 SURPLUS		
2.0 REVERSION/REALIGNMENT OF SAVINGS/UNUTILIZED CONTINUING APPROPRIATIONS		
CY 2024 CURRENT APPROPRIATION		
CITY ECONOMIC ENTERPRISES AND BUSINESS DEVELOPMENT ADMINISTRATION		
Terminal Leave Benefits	PS	96,000.00
J.R BORJA GENERAL HOSPITAL		
Terminal Leave Benefits	PS	96,000.00
TOTAL ESTIMATED INCOME	P	192,000.00


CERTIFIED CORRECT: LOCAL FINANCE COMMITTEE

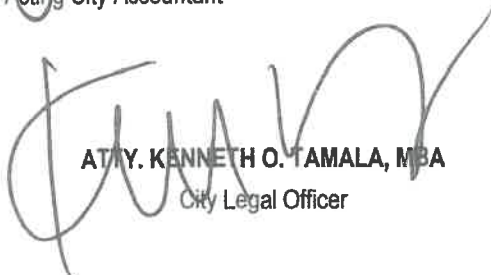

ROXANNE MAE A. RAVIDAS, CPA
 Acting City Budget Officer



JASMIN T. MAGAD
 City Treasurer


CHEDILYN AISSA P. DULGUIME, EnP
 Asst. City Planning & Dev't. Coordinator
 OIC-CPDO

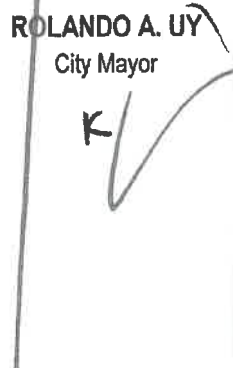

MEY V. GOMEZ, CPA
 Acting City Accountant


ATTY. ROY HILARIO P. RAAGAS
 City Administrator


ATTY. KENNETH O. TAMALA, MBA
 City Legal Officer


ATTY. JOEFFREY D. NAMALATA
 City General Services Officer

APPROVED:


ROLANDO A. UY
 City Mayor



10 June 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 PHILIPPINE STATISTICS AUTHORITY (PSA), PERTAINING TO THE COLLABORATION BETWEEN THE PARTIES IN THE IMPLEMENTATION OF THE 2024 COMMUNITY BASED MONITORING SYSTEM (CBMS).

LADIES AND GENTLEMEN:

This pertains to the *Memorandum of Agreement (MOA) between the City Government of Cagayan de Oro through the City Planning and Development Office and the Philippine Statistics Authority (PSA)*, pertaining to the collaboration between the parties in the implementation of the 2024 Community Based Monitoring System (CBMS).

The implementation of the 2024 Community-Based Monitoring System primarily aims to update the inventory of the population in the City, and to ensure generation of updated and disaggregated data necessary in targeting beneficiaries of social protection programs of the government.

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 between the City Government of Cagayan de Oro and the Philippine Statistics Authority.

Hoping for your favorable and prompt response to this request.

Thank you.

Truly yours,

ROLANDO *Klarex* **A. UY**
City Mayor 

¹ Please see herein-attached legal opinion dated 10 June 2024 for your reference.



10 June 2024

MS. CHEDILYN AISSA P. DULGUIME
Assistant CPDC
City Planning and Development Office

Dear Ms. Dulguime:

Greetings!

This is in response to your indorsement seeking for review, comment and opinion, on the herein attached **Memorandum of Agreement (MOA) between the City Government of Cagayan de Oro through the City Planning and Development Office and the Philippine Statistics Authority (PSA)**, pertaining to the collaboration between the parties in the implementation of the 2024 Community Based Monitoring System (CBMS).

In this connection, kindly be infomed that this Office has thoroughly reviewed the above-mentioned draft **Memorandum of Agreement (MOA)** and finds the same to be in legal order, and thus poses no legal objection thereto.

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 **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 (1) (vi) of the Local Government Code.

For your guidance and appropriate action.

Prepared by:

ATTY. IZELLE FELICE M. FUENTES
Executive Assistant V

Reviewed by:



ATTY. KENNETH O. TAMALA MBA
City Legal Officer

Republic of the Philippines
City of Cagayan de Oro
CITY PLANNING AND DEVELOPMENT OFFICE

2:23 PM
RECEIVED

Date: 6-10-2024

24-16-1747



1st Floor, Executive Building
City Hall Compound, Capistrano-Hayes Street
Cagayan de Oro City, Philippines
www.cagayandero.gov.ph
Telephone Number: +63 88 8572260,
Email: citylegal_cdo@yahoo.com




CERTIFICATION


THIS IS TO CERTIFY that the amount of P21,858,441.00 from Current Appropriation, Annual Budget CY 2024, Non Office: Social Services Sector – LDRRMF (5% Calamity Fund) 2024 – Disaster Prevention and Mitigation – Community – Based Monitoring System (CBMS) – Other Maintenance and Operating Expenses (OMOE), representing LGU – Cagayan de Oro City counterpart for the 2024 implementation of CBMS, is available.

, Issued this 27th day of May 2024.


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


Ms. MEY V. GOMEZ, CPA
Acting City Accountant
City Accounting Office
ATTY. RICHARD F. SURALTA, CPA, RTR
ASSISTANT CITY ACCOUNTANT

Existence of available appropriation:


Ms. ROXANNE MAE RAVIDAS, CPA
Acting City Budget Officer
Chairperson, Local Finance Committee
CAF - 199 - 2024



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



MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into this June day of _____ 2024 in _____, Philippines by and between:

The **PHILIPPINE STATISTICS AUTHORITY**, a national government agency created by virtue of Republic Act (RA) No. 10625 or the "Philippine Statistical Act of 2013" with office address located at PSA Complex, East Avenue, Diliman, Quezon City, duly represented herein by **Officer-in-Charge JANITH C. AVES** of **REGION X**, with office address located at 3F Limketkai Module 2 BPO & Cyberpark Bldg., Rosario Crescent, Brgy. 31, Cagayan de Oro City, hereinafter referred to as the **FIRST PARTY or PSA**;

- and -

The **LOCAL GOVERNMENT UNIT OF CAGAYAN DE ORO CITY**, with office address located at 1st Floor, Executive Building, City Hall Compound, Capistrano-Hayes Street, Cagayan de Oro City, Misamis Oriental, represented herein by **HON. ROLANDO A. UY**, Local Chief Executive, hereinafter referred to as the **SECOND PARTY**.

(also referred to individually as the "**PARTY**" and collectively, the "**PARTIES**").

WITNESSETH:

WHEREAS, Republic Act (RA) 10625, otherwise known as the Philippine Statistical Act of 2013, mandates the Philippine Statistics Authority (PSA) to collect, compile, analyze, abstract, and publish statistical information relating to the country's economic, social, demographic, political affairs and general activities and condition of the people;

WHEREAS, RA 11315¹ institutionalizes a Community-Based Monitoring System (CBMS) in every city and municipality as an economic and social tool towards the formulation and implementation of poverty alleviation and development programs which are specific, targeted and responsive to the basic needs of each sector of the community, with appropriate security measures for data protection;

WHEREAS, Section 2 of RA 11315 stipulates the CBMS as generation of updated and disaggregated data necessary in targeting beneficiaries, conducting more

¹ *Community Based Monitoring System Act.*

comprehensive poverty analysis and needs prioritization, designing appropriate policies and interventions, and monitoring impact over time, for the end purpose of ensuring poverty reduction, wherein citizens have access to social protection and welfare programs that address their minimum basic needs;

WHEREAS, Section 5 of RA 11315 provides that every three (3) years, regular and synchronized data collection shall be conducted by every city and municipality, as the primary data collecting authority within its locality, and for such purpose, the Local Government Unit (LGU) shall be given assistance from the appropriate national government agencies (NGAs);

WHEREAS, Section 6 of RA 11315 mandates the PSA to serve as the lead agency in the implementation of the CBMS, and as such, it is responsible for, *inter alia*, capacitating the cities and municipalities in the collection, processing, analysis, and presentation of CBMS data at the local level in collaboration with state universities and colleges, and in coordination with the Department of the Local Government (DILG) and other government agencies;²

WHEREAS, Section 9 of RA 11315 provides that appropriate NGAs shall use the data generated by the CBMS in prioritizing timely, relevant and much-needed social protection programs of government in areas identified to have the highest incidence of poverty;

WHEREAS, Section 11 of RA 11315 stipulates that income classification shall be considered in prioritizing allocation of financial assistance in the implementation of the CBMS, such that fourth, fifth, and sixth class income class cities and municipalities shall be given assistance in the first three (3) years of the implementation of said Act, whereas other cities and municipalities shall progressively be given technical assistance to ensure the full implementation thereof;

WHEREAS, to ensure the updating of mid-decade inventory of the population of the entire Philippines while ensuring the updating of social registries of NGAs and LGUs for evidence-based project development and program implementation, a nationwide simultaneous conduct of Census of Population (POPCEN) and CBMS in 2024 (2024 POPCEN-CBMS) will be led by the PSA;

WHEREAS, Section 22 (a) subpar (5) of the RA 7160, otherwise known as the Local Government Code of 1991, provides that every LGU, as corporation, shall have the power to enter a contract, authorizing the LCE through a Sangguniang Panlungsod Resolution;

WHEREAS, the City Mayor is empowered by the same code to enter contracts in behalf of the City, based on Section 455 (b)(vi):

XXX

XXX

XXX

² Rule IV, *Implementing Rules and Regulations of RA 11315*.

(b) For efficient, effective, and economical governance the purpose of which is the general welfare of the city and its inhabitants pursuant to Section 16 of this Code, the city mayor shall:

XXX

XXX

XXX

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

WHEREAS, the City of Cagayan de Oro in the Province of Misamis Oriental opt to participate in the 2024 POPCEN-CBMS through the execution of this Agreement with the PSA.

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions hereinafter set forth, the **PARTIES** have agreed to the following:

Section 1. Rationale

In 2024, a simultaneous conduct of POPCEN and CBMS (2024 POPCEN-CBMS) will be led by the PSA to update the mid-decade inventory of the population of the entire Philippines and social registries of national government agencies and LGUs for evidence-based project development and program implementation.

While there is an integration of two statistical activities, the POPCEN will remain a PSA-funded and -facilitated undertaking regardless of the LGU's income classification pursuant to RA 10625.

As for the CBMS operations, the PSA shall fund and facilitate the implementation covering LGUs under 1st to 6th income classifications. Further, the PSA shall assist the HUCs funding their own CBMS implementation either by conducting CBMS activities on its behalf, or by providing technical assistance to ensure data quality.

Section 2. Objective

The objective of the 2024 POPCEN-CBMS is to update the inventory of the population of the entire Philippines while institutionalizing the CBMS in every city and municipality to ensure generation of updated and disaggregated data necessary in targeting beneficiaries of social protection programs of the government. Further, this undertaking intends to adhere to the objectives cited in Section 3 of the Implementing Rules and Regulations of RA 11315, and to capacitate the LGU in conducting and using the CBMS for evidence-based local planning and program implementation.

Section 3. Project Operation

While the **FIRST PARTY** will lead the 2024 POPCEN-CBMS, the scope of this project under this Agreement shall be for the 2024 CBMS which shall be funded by the **SECOND PARTY** for implementation and facilitation of the **FIRST PARTY**. The

SECOND PARTY shall be providing necessary assistance to the **FIRST PARTY** through monitoring and supervision of all activities of the 2024 POPCEN-CBMS.

Section 4. Coverage

This Agreement will cover collection of household-level information, as well as geotagging of household buildings for CBMS in all barangays in the City of Cagayan de Oro.

Section 5. Timeline

The **PARTIES** agree to conduct the 2024 CBMS following the schedule of activities (Annex 1) determined by the PSA.

Section 6. Responsibilities

The respective responsibilities of the **PARTIES** are as follows:

6.1 The First Party or PSA shall:

6.1.1 Preparatory Activities

- 6.1.1.1 Set standard protocols and procedures on hiring and recruitment, training, data collection, geotagging, data processing, and map data processing, and develop data collection and processing systems, questionnaires, forms, manuals, and other instruments and materials relevant to the 2024 CBMS operations;
- 6.1.1.2 Conduct coordination meetings with the **SECOND PARTY** and the local Census-CBMS Coordinating Board as necessary to ensure a smooth and efficient implementation of the 2024 POPCEN-CBMS in the locality;
- 6.1.1.3 Provide the **SECOND PARTY** with Information, Education and Communication (IEC) materials and co-facilitate the conduct of IEC campaign in the locality;
- 6.1.1.4 Make available the Information and Communications Technology (ICT) equipment (i.e., tablets and desktop computers) for use during the data collection and processing activities;
- 6.1.1.5 Hire data collectors, supervisors, and processors;
- 6.1.1.6 Secure a subscribed copy of a signed Oath of Data Privacy of every personnel involved in the 2024 CBMS operations (data collection, and data and map processing) and other necessary documentary requirements;

- 6.1.1.7 Set guidelines and strictly implement data privacy and data sharing protocols in adherence to the Data Privacy Act of 2012 and other relevant statutory laws and regulations;
- 6.1.1.8 Conduct a Privacy Impact Assessment (PIA) to evaluate the potential impact on privacy of the process, information systems, programs, devices, and other tools to be used in the implementation of 2024 CBMS;
- 6.1.1.9 Print IEC materials, questionnaires, and forms (i.e., Listing Record of Buildings, Housing Units and Households, Household Profile Questionnaire, and Waiver/Consent Form), Paper Maps, and other materials relevant to the 2024 CBMS;
- 6.1.1.10 Provide the **SECOND PARTY** an electronic copy of all the manuals relative to the CBMS implementation;

6.1.2 Training and Data Collection

- 6.1.2.1 Conduct the city-level training on data collection and ensure attendance of the representative from the **SECOND PARTY** for the purpose of familiarization on the CBMS concepts and definitions;
- 6.1.2.2 Perform statistical data collection for the 2024 CBMS through its hired field personnel;
- 6.1.2.3 Perform geotagging of household buildings for the 2024 CBMS through its hired field personnel;
- 6.1.2.4 Ensure confidentiality of household/individual level information collected from the 2024 CBMS operation. A waiver/consent form allowing to disclose the household information to government agencies and organizations authorized by the CBMS Council should be signed by the concerned household;

6.1.3 Post-Enumeration Activities

- 6.1.3.1 Conduct the city-level training on data processing and map data processing;
- 6.2.3.2 Provide a secured data processing centers in accordance with the standard set by the **FIRST PARTY** and the NPC;
- 6.1.3.3 Process the data and map data collected by the hired field personnel;
- 6.1.3.4 Conduct field verification and data evaluation;

- 6.1.3.5 Present preliminary results to the **SECOND PARTY** for further validation;
- 6.1.3.6 Turnover clean data files to the **SECOND PARTY**;
- 6.1.3.7 Store and safeguard the CBMS data of the **SECOND PARTY** in the National CBMS databank; and
- 6.1.3.8 Conduct other capacity-strengthening activities relative to the CBMS.

6.2 The HUC shall:

6.2.1 Preparatory Activities

- 6.2.1.1 Issue a Sangguniang Panlungsod Resolution authorizing the City Mayor to enter into a MOA with the **FIRST PARTY** for the 2024 CBMS implementation in the locality;
- 6.2.1.2 Allocate a sufficient amount for the implementation of the CBMS in the locality and ensure that the transfer of funds amounting to **Twenty-One Million Eight Hundred Fifty-Eight Thousand Four Hundred Forty-One Pesos Only (PhP 21,858,441.00)** shall be in accordance with auditing and accounting rules and regulations;
- 6.2.1.3 Attend and participate actively in coordination meetings with the **FIRST PARTY**;
- 6.2.1.4 Within 15 days from the signing of this MOA, submit to the **FIRST PARTY** the following documentary requirements to participate in the implementation of the 2024 CBMS:
 - 6.2.1.4.1 Certificate of Availability of Funds;
 - 6.2.1.4.2 Copy of the Sangguniang Panlungsod Resolution authorizing the City Mayor to enter into a MOA with the **FIRST PARTY** for the 2024 CBMS implementation in the locality; and
 - 6.2.1.4.3 Proof of Fund Transfer to the **FIRST PARTY** through its Central Office;
- 6.2.1.5 Within 15 days from the signing of the MOA, submit to the **FIRST PARTY** proof of National Privacy Commission (NPC) registration certificate or if no registration was made yet, register a Data Protection Officer (DPO) following the guidelines and

qualification set by the NPC to strictly observe the data privacy and data sharing protocols which cover raw and processed data and other outputs from the CBMS operations containing personal data in compliance with the Data Privacy Act of 2012, and other government rules and regulations, and submit to the **FIRST PARTY** the NPC registration certificate within 30 days from the signing of the MOA;

- 6.2.1.6 Within 30 days from the signing of the MOA, designate a City Statistician following the qualification standard in the CBMS Council Resolution No. 04, Series of 2021, who shall be responsible for the data collection, preservation and safekeeping of the data retained at the city level, and submit to **FIRST PARTY** the appointment order or its equivalent document;
- 6.2.1.7 Within 15 days from the signing of the MOA, designate a LGU POPCEN-CBMS focal person (preferably the City Planning and Development Coordinator or any LGU personnel with rank equivalent to a Department Head) who will coordinate with **FIRST PARTY** regarding the implementation of the provisions of this Agreement, and submit to the **FIRST PARTY** the designation order or its equivalent document;
- 6.2.1.8 Provide copies of the issued Executive Orders (EOs) relative to the 2024 POPCEN-CBMS operations such as, but not limited to:
 - 6.2.1.8.1 Support the organization of the City Census-CBMS Coordinating Board that will be responsible for overseeing the 2024 POPCEN-CBMS implementation, ensuring logistics and other requirements are in place prior to and during the operations, and resolving issues and concerns encountered in the locality;
 - 6.2.1.8.2 Mandate all barangay officials to support the conduct of 2024 POPCEN-CBMS in the locality; and
 - 6.2.1.8.3 Encourage all residents to participate in the 2024 POPCEN-CBMS;
- 6.2.1.9 Deputize barangay staff to assist in coordinating enumeration areas at the time of pre-, during, and post-interview activities, particularly on areas with special concerns like high-rise buildings, least accessible areas, areas with peace and order problems, etc. If requested by the **FIRST PARTY**, the **SECOND PARTY** shall provide the necessary transportation, security, and other assistance needed to mobilize the implementation of the CBMS. This may also include assistance in resolving issues on refusals and callbacks, and issues on barangay map boundaries;

- 6.2.1.10 Assist in formulating provisional agreements for unresolved boundary issues between and among the concerned LGUs specifically for data collection during the 2024 POPCEN-CBMS;
- 6.2.1.11 Organize the City CBMS Core Team that will oversee the progress of the implementation of the CBMS in the locality, and adhere to the provided timetable to ensure the reliability and validity of data, which shall be composed of the following:
 - 6.2.1.11.1 LGU POPCEN-CBMS Focal Person as the team leader;
 - 6.2.1.11.2 Appointed/designated City Statistician; and
 - 6.2.1.11.3 Other relevant LGU personnel;
- 6.2.1.12 Spearhead the conduct of IEC Campaign for the 2024 POPCEN-CBMS implementation within the locality and ensure a high participation rate of all residents;
- 6.2.1.13 Assist the **FIRST PARTY** in the hiring and recruitment of data collectors, supervisors, and processors by:
 - 6.2.1.13.1 Posting vacancies on various LGU media platforms and bulletin boards;
 - 6.2.1.13.2 Recommending data collectors, supervisors, and processors from previous survey/census undertakings;
 - 6.2.1.13.3 Providing the list of field personnel that are blacklisted or that the **SECOND PARTY** has inappropriate experiences with during the field enumeration and processing, if any, for reference during the recruitment process;
 - 6.2.1.13.4 Sitting as a member of the screening committee during the hiring and recruitment process;

6.2.2 Training and Data Collection:

- 6.2.2.1 Provide assistance on the following:
 - 6.2.2.1.1 Service vehicle on transferring ICT equipment, training kits, and printed CBMS forms and IEC materials;
 - 6.2.2.1.2 Headquarters for the data collection field personnel; and
 - 6.2.2.1.3 Training venues and other necessary facilities such as, but not limited to facilities with internet connectivity;
- 6.2.2.2 Provide adequate number of LGU personnel who will be capacitated during the provincial-level training on the CBMS data

collection conducted by the **FIRST PARTY** and in turn shall:

- 6.2.2.2.1 Ensure familiarization with the 2024 CBMS concepts, definitions, protocols, and procedures;
- 6.2.2.2.2 Serve as trainers/resource persons during the city-level training on data collection, if necessary; and
- 6.2.2.2.3 Apply knowledge and skills acquired into practice;

6.2.3 Post-Enumeration Activities

- 6.2.3.1 Participate in the conduct of training on data processing to ensure familiarity with the protocols and procedures, and to acquire knowledge on the processes being done on the data collected from the 2024 CBMS operations;
- 6.2.3.2 Supervise and oversee the actual CBMS data and map data processing;
- 6.2.3.3 Assist the **FIRST PARTY** in conducting rectification and necessary validation (i.e., re-interview, and field verification);
- 6.2.3.4 Participate in the conduct of community validation;
- 6.2.3.5 Participate in the training on data privacy and security conducted by the **FIRST PARTY** or other relevant government agencies;
- 6.2.3.6 Comply with the following data security requirements prior to the data turnover ceremony and receipt of actual CBMS data collected:
 - 6.2.3.6.1 Server or desktop computer for the CBMS database with antivirus and security features;
 - 6.2.3.6.2 Details of the location where the local CBMS database will be lodged;
 - 6.2.3.6.3 Data Privacy Manual or Privacy Policy of the **SECOND PARTY**;
 - 6.2.3.6.4 Proof of attendance of LGU City Statistician, DPO, City Planning and Development Officer, and other data users in training, orientation, or lecture relative to Data Privacy Act of 2012;
 - 6.2.3.6.5 Plans and programs for managing and securing data;
 - 6.2.3.6.6 Plans and programs to be created/enhanced using CBMS Data;
- 6.2.3.7 Provide venue for the data turnover ceremony;

- 6.2.3.8 Sign a Data Turnover Agreement (DTA) with the **FIRST PARTY** upon the turnover of the CBMS data;
- 6.2.3.9 Participate in the conduct of the other capacity-strengthening activities relative to the CBMS as may be provided by the **FIRST PARTY**;
- 6.2.3.10 Facilitate the integration of CBMS data in the local governance processes such as but not limited to local planning, investment programming, budgeting, program identification and implementation, as well as disaster risk reduction and management measures; and
- 6.2.3.11 Collaborate with **FIRST PARTY** on advocacy-related activities and engagements in connection with the utilization of CBMS data.

Section 7. Indemnification

The **PARTIES** shall mutually indemnify and hold each other harmless from any claims, demands, liabilities, actions, suits, or proceedings asserted or claimed by third parties arising out of this Agreement. This mutual indemnification shall not apply to the Party whose own negligence, act, omission, or misconduct gave rise to any such claim, demand, liability, action, suit or proceeding.

Section 8. Liabilities

The **PARTIES** shall be responsible for the acts or omission of their respective personnel in the performance of their responsibilities under this Agreement. Should a Party fail or refuse to comply with the terms of the agreement, it shall not be construed as a waiver thereof nor prevent the other party from enforcing the same, as warranted by applicable legal provisions.

Section 9. Schedule of Fund Transfer

The **SECOND PARTY** shall transfer in full, to the **FIRST PARTY**, the amount mentioned in Section 6.2.1.2 upon signing of this Agreement via fund transfer, to wit:

Account Name: Philippine Statistics Authority
Account Number: 1442 102305
Name of Bank: Landbank of the Philippines
Branch Address: U.N. Avenue Branch

This fund shall be subject to the prevailing government auditing and accounting rules and regulations. The **FIRST PARTY** shall submit to the **SECOND PARTY** a final report on the CBMS activities conducted upon completion of the deliverables. Subject

to the written approval of the **SECOND PARTY**, the **FIRST PARTY** may be authorized to realign budget items within the scope of the project as may be needed or deemed necessary to fulfill the objectives of the project.

Section 10. Confidentiality

The **PARTIES** agrees to treat as confidential all information received relative to this Agreement and shall not be disclosed to any third party unless authorized or allowed by law. Under no circumstance shall the parties use the information, document, and reports obtained herein other than for the purposes as provided for in this Agreement;

In case of a breach, but not limited to, major incidents, operational or otherwise, privacy and information security incidents, other issues material and incidental to this Agreement, the parties shall conduct a joint investigation and shall identify the cause of the said security breaches for proper resolution and management as well as ascertainment of liabilities.

The **PARTIES** shall comply with the provisions of RA 10173, otherwise known as the Data Privacy Act of 2012, its Implementing Rules and Regulations, and all pertinent issuances of the NPC, as well as the provision of the RA 11315, and its Implementing Rules and Regulations.

Compliance with confidentiality and non-disclosure, and data privacy shall remain in force even after the expiration of this Agreement.

Section 11. Termination

Neither of the **PARTIES** shall be liable in any way for the failure to observe or perform any of the provisions of this Agreement if such failure is caused by any law, rule, or regulation of any constituted public authority or shall be due to force majeure or any cause beyond the control of the Party that was not able to comply with the provision of this Agreement; Provided, that should such inability not be remedied within 60 days from the date of such cause, either party may give to the other within seven (7) working days, a prior written notice to terminate this Agreement clearly stating the ground relied upon. Provided that the obligations as stated in RA 11315 and its IRR shall remain in force even after the termination of this Agreement.

However, in case of refusal or failure of either Party, without justifiable reason, to comply with any of the provisions of this Agreement, the other Party may terminate this Agreement without prior written notice.

In the event that this Agreement is terminated, the **FIRST PARTY** shall be obliged to immediately return any remaining undisbursed funds to the **SECOND PARTY**.

Section 12. Amendments and Modifications

Any changes or modifications to this MOA shall become effective and binding only if executed in writing and signed by each Party or their duly authorized representatives.

The terms and conditions therein shall prevail over previous written stipulations, however, consistent provisions which were not overturned shall continue to be in full force and effect.

Section 13. Severability

If one or more provisions of this Agreement shall be held invalid or unenforceable under applicable laws, the **PARTIES** agree that such provision/s shall be excluded from this Agreement and the remaining provisions shall be enforceable, and either party may cause the renegotiation of the terms which are declared invalid or unenforceable.

Section 14. Settlement of Dispute

In case of conflict between the **PARTIES**, arising from this Agreement, both Parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute.

Any and all disputes arising from the implementation of this MOA not settled by mutual agreement shall be submitted to arbitration in the Philippines.

Section 15. Governing Law, Jurisdiction, and Venue

The construction, interpretation, and enforcement of this MOA shall be governed by the laws of the Republic of the Philippines, including RA 11315. Actions arising from this MOA shall be under the jurisdiction of any courts in Quezon City to the exclusion of all others.

Section 16. Authority

The parties hereby acknowledge that their respective signatories herein are duly authorized to sign this MOA.

Section 18. Effectivity

This Agreement shall take effect upon the signing by all **PARTIES** and shall remain in full force and effect until the completion of the stated coverage of the 2024 CBMS implementation in Section 5 of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signature this ___ day of June 2024 at _____, Philippines.

FIRST PARTY

For the Philippine Statistics Authority:

SECOND PARTY

City of Cagayan de Oro:

JANITH C. AVES

(Chief Statistical Specialist)
Officer-in-Charge, Regional Director
Regional Statistical Services Office - X

HON. ROLANDO A. UY

City Mayor
City of Cagayan de Oro
Province of Misamis Oriental

WITNESSES

MARIA LIZA M. BIGORNIA

(Chief Statistical Specialist)
Officer-in-Charge
Provincial Statistical Office –
Misamis Oriental

CHEDILYN AISSA P. DULGUIME

Officer-in-Charge
City of Cagayan de Oro
Province of Misamis Oriental

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____, (province)

) s. s.

BEFORE ME, a Notary Public, for and in _____ this ____ day of _____ 2024, personally appeared:

Name	Competent Evidence of Identity	Issued at	Issued on

Known to be the same persons who executed the foregoing instrument, and they acknowledge to me that the same is their free and voluntary act and deed and that of the institution/s they respectfully represent.

This instrument consisting of 12 pages, including this page whereon this Acknowledgement is written has been signed on the left margin of each and every page thereof by the parties and their instrumental witnesses.

WITNESS MY HAND AND SEAL on the day, year and place above stated.

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



Communication Number:

Date:

Receiver:


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

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: 2024-2612

Date: 06/06/2024

Receiver: gil

From: CMO

Subject: REQUEST FOR AN ORDINANCE AUTHORIZING CITY MAYOR ROLANDO A. UY TO SIGN THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY GOVERNMENT OF CAGAYAN DE ORO AND TEACH FOR THE PHILIPPINES, INC. (TFP) FOR THE IMPLEMENTATION OF THE TEACH FOR THE PHILIPPINES FELLOWSHIP PROGRAM FOR THE PERIOD SY 2024-2025 AND SY 2025-2026.


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

Recommending Approval.


Date of Meeting: 6-6-24


 HON. SUZETTE G. MAGTAJAS-DABA
 Chairperson


 HON. IMEE ROSE P. MORENO
 Vice Chairperson


 HON. MARIA LOURDES S. GAANE
 Member


 HON. GEORGE S. GOKING
 Member


 HON. JAY R. PASCUAL
 Member


 HON. YEVONNA YACINE B. EMAMO
 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



30 May 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 UNDERSTANDING ("MOU"), BETWEEN THE CITY GOVERNMENT OF CAGAYAN DE ORO AND TEACH FOR THE PHILIPPINES, INC. (TFP) FOR THE IMPLEMENTATION OF THE TEACH FOR THE PHILIPPINES FELLOWSHIP PROGRAM FOR THE PERIOD SY 2024-2025 AND SY 2025-2026.

LADIES AND GENTLEMEN:

This pertains to the Memorandum of Understanding ("MOU"), between the City Government of Cagayan de Oro and Teach for the Philippines, Inc. (TFP) for the implementation of the Teach for the Philippines Fellowship Program for the period SY 2024-2025 and SY 2025-2026.

The Teach for the Philippines Fellowship Program is a two-year leadership development program designed to recruit, select, train and provide professional development to education and non-education graduates committed to closing the achievement gap by serving as Teacher Fellows who will teach students in public elementary schools. In view thereof, the subject MOU is for the purpose of the implementation of the Teach for the Philippines Fellowship Program in two selected schools in Cagayan de Oro City, namely: West City Central School and Taguanao Elementary School.

Moreover, the above-mentioned MOU 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 MOU between the City Government of Cagayan de Oro and Teach for the Philippines, Inc. (TFP).

Hoping for your favorable and prompt response to this request.

Thank you

Truly yours,

ROLANDO *Klarex* A. UY
City Mayor *K*

OFFICE OF THE CITY MAYOR	
RECEIVED: 6/5/2024	Time: 9:34
<i>Abelardo</i>	Comm. No.
ACTION TAKEN	
<i>Refer to</i>	<i>Educator</i>
Date:	APRIL 05, 2024 City Council Secretary
REMARKS	

¹ Please see herein-attached legal opinion dated 30 May 2024 for your reference.



30 May 2024

DR. ALICIA E. ANGHAY
Focal Person for Education
Local School Board

Dear Dr. Anghay:

Greetings!

This is in response to your indorsement seeking for review, comment, opinion on the herein attached *Memorandum of Understanding (MOU) between the City Government of Cagayan de Oro and Teach for the Philippines, Inc. (TFP)* regarding the implementation of the Teach for the Philippines Fellowship Program for the period SY 2024-2025 and SY 2025-2026.

In this connection, kindly be informed that this Office has thoroughly reviewed the above-mentioned draft *Memorandum of Understanding (MOU)* and finds the same to be in legal order, and thus poses no legal objection thereto.

Hence, should your good office find the terms and conditions in the *Memorandum of Understanding* 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 *Memorandum of Understanding* 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

Reviewed by:

ATTY. KENNETH O. TAMALA, MBA
City Legal Officer



Received by
Msgr
VINCENTA C. ROSA
6-4-24
10:11

1st Floor, Executive Building
City Hall Compound, Capistrano-Hayes Street
Cagayan de Oro City, Philippines
www.cagayandero.gov.ph
Telephone Number: +63 88 8572260,
Email: citylegal_cdo@yahoo.com

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Understanding") is entered into this _____ day of _____, 2024 in the City of _____, Republic of the Philippines, by and between:

TEACH FOR THE PHILIPPINES, INC. is a non-stock, non-profit corporation organized and existing under the laws of the Republic of the Philippines, with address at Unit 201, Asia Tower Condominium Benavidez corner Paseo de Roxas Sts., Legazpi Village, Makati City represented herein by its Chief Executive Officer, **MS. MA. VICTORIA ANDREA A. UNGCO**, hereinafter referred to as "TFP";

and

The **CITY GOVERNMENT OF CAGAYAN DE ORO** of the Republic of the Philippines with address at City Hall, 89 Hayes Street, Cagayan de Oro City, Misamis Oriental, represented herein by City Mayor **HON. ROLANDO A. UY**, hereinafter referred to as "LGU - Cagayan de Oro"

Witnesseth, That:

WHEREAS, TFP is driven by the vision that all Filipino children should have access to an excellent and relevant education that realizes their potential and opportunities, as espoused by the national education agenda;

WHEREAS, TFP seeks to enhance the social well-being of the people by bridging the education gap in the Philippines and advocating functional literacy and progressive teacher and administrator training;

WHEREAS, the initiative is designed to recruit, select, train, and provide on-going professional development to young individuals committed to closing the achievement gap by serving as Teacher Fellows who will teach students in under-resourced public elementary/high schools for two (2) school years;

WHEREAS, LGU - Cagayan de Oro recognizes the nature of high-need public schools and welcome the implementation of the **Teach for the Philippines Fellowship Program** (the "Program") for the period **SY 2024-2025 and SY 2025-2026** which will: (1) provide Teacher Fellows in **West City Central School and Taguanao Elementary School** in Cagayan de Oro City; (2) launch a program in which education and non-education majors are trained to become successful and transformational teachers; (3) establish Teach for the Philippines' presence in Cagayan de Oro City for SY 2024-2025 and SY 2025 - 2026.

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings whether physical or virtual placement set forth, the parties hereby agree as follows:

ARTICLE I
Responsibilities of Teach for the Philippines, Inc.

A. Candidate Recruitment and Selection - TFP shall recruit and select individuals from a wide range of academic majors, career fields and diverse backgrounds to participate in the Program, and who will serve as Teacher Fellows in **West City Central School and Taguanao Elementary School** ("Partner Schools"). In the recruitment and selection of its Teacher Fellows, TFP shall not knowingly engage in any unlawful acts of discrimination.

For purposes of this Understanding, a "Teacher Fellow" is a graduate from a university within the Philippines or abroad who has passed the rigorous selection process conducted by TFP for participation in the Program and who shall not be covered by the provisions of Republic Act No. 4670, otherwise known as the "Magna Carta for Public School Teachers." The teaching and extra-curricular tasks of the Teacher Fellow, whether through physical deployment or distance teaching, shall be assigned and approved by a supervising authority of the school. Such assignment shall be predetermined and agreed upon by TFP and the DepEd Cagayan de Oro and shall likewise be under the administrative supervision of the school principal. The Teacher Fellows will be supporting and assisting key efforts of the school, including but not limited to: reading remediation, functional literacy, socio-emotional learning, and community development.

TFP shall employ reasonable efforts to provide the number of Teacher Fellows required by the LGU and/or DepEd Cagayan de Oro; Provided that, the failure of TFP to provide all of the required number of Teacher Fellows for any school year shall not constitute a breach of this Understanding.

B. Pre-Service Training or Summer Training Institute - Before their two-year deployment, whether physical or through distance teaching, all Teacher Fellows shall undergo rigorous pre-service training to be provided by TFP in coordination with the Department of Education Central Office (DepEd) prior to their assignment to a Partner School to ensure that each participant is highly qualified and equipped to serve as a Teacher Fellow.

Teacher Fellows are expected to attend continuing training sessions by TFP during the two-month summer period between the two school years SY 2024-2025 and SY 2025-2026. They will also carry out their function as teachers in the Partner School during this period, as prescribed by their respective school principals.

C. Employment - The Teacher Fellows are considered employees of TFP. Therefore, DepEd Cagayan de Oro and LGU - Cagayan de Oro shall not be held liable for any result of the Teacher Fellows' actions or inaction in the conduct of his/her duties during his/her placement period in the Partner School. Nothing in this Understanding shall be construed as establishing an employer-employee relationship between the Teacher Fellows and DepEd Cagayan de Oro and/ or LGU Cagayan de Oro.

D. Allowance of Teacher Fellows - All Teacher Fellows shall receive an allowance for the period of SY 2024-2025 and SY 2025-2026 during his/her placement in the Partner School including the period between the two school years, to be paid for by donors or sponsors such as a private foundation or individuals to be coursed through TFP.

E. In-service Professional Development - In coordination with DepEd Central Office and DepEd Cagayan de Oro, TFP shall provide the Teacher Fellows with various in-service professional development services and activities, including classroom observation by regional program staff, videotaping of instruction with a review of teaching techniques, discussions to facilitate capacity for self-reflection and evaluation of instructional practice using student achievement data, and workshops facilitated by veteran teachers.

F. Access to Teacher Resources - TFP shall provide all Teacher Fellows with access to an assortment of resources including sample lesson plans, assessments, grade tracking systems and instructional materials. TFP will also develop student evaluations.

G. Adherence to a Code of Conduct - Each Teacher Fellow is expected to carry out their duties in line with the TFP Official Employee Handbook and Annex and the DepEd Code of Ethics for Professional Teachers. Teacher Fellows are trained, are expected to fully comply with these and are made aware of consequences for any infraction or violation.

H. Community Partnerships - In an effort to engage the Partner School communities, TFP will propose teacher training workshops, parent engagements, outreach programs, or social responsibility activities in coordination with TFP's approved partner individuals and institutions, subject to the endorsement of the DepEd Cagayan de Oro and the Partner School.

ARTICLE II
Responsibilities of LGU - Cagayan de Oro City

A. Partnership Recognition - The LGU - Cagayan de Oro shall recognize the partnership by allowing the Teacher Fellows from Teach for the Philippines to be deployed to partner school(s) recommended by the DepEd Division and the LGU. As a partner, the LGU will provide a designated LGU person to assist the TFP staff with the on-ground deployment activities (*including, but not limited to, logistics and coordination related to the City's public health emergency protocols and recommendations on possible housing for Teacher Fellows' stay*), and program roll-out (*including, but not limited to, assistance with the processing of and compliance with possible LGU requirements for travel within the City or nearby communities*) in the designated school and community.

B. Placement Period. - Each Teacher Fellow shall be placed in the designated Partner School for two (2) school years and shall teach for a maximum of six (6) hours a day under the supervision of the principal of the Partner School to which the Teacher Fellow is assigned whether physical or distance teaching.

During the placement period, LGU - Cagayan de Oro shall not burden the Teacher Fellows with duties and responsibilities that are not contemplated by this Understanding, such as but not limited to duties relating to national and/or local elections and partisan events.

C. Research and Monitoring Activities. - The LGU partner may be requested to assist the staff of TFP on scheduled visits to the municipality/city for research, meetings, and monitoring purposes in the school community/community where the program is being conducted.

ARTICLE III
DATA PRIVACY COMPLIANCE

The Parties shall each be responsible for their respective compliance with Data Privacy Law, rules and regulations. Nothing in this Understanding shall be construed as constituting either party as a personal information controller or personal information processor of other parties herein, except that the Parties are free to subsequently enter into such agreements, to be embodied in the appropriate Memorandum.

ARTICLE IV
LEGAL ACTION

TFP shall not be held liable for the independent acts or omissions of the designated Teacher Fellow, unless such act or omission was done with the written consent of TFP and/ or LGU - Cagayan de Oro. Each Party shall be liable for its negligent acts.

In the event of any dispute, controversy, or claim arising out of or relating to this Understanding, or for any breach, termination, or invalidity thereof, the Parties are mandated to settle the same through mediation. If no settlement is arrived at after the earnest mediation participated by all Parties, the venue of judicial proceedings shall be in the proper courts of Cagayan de Oro City to the exclusion of all other venues.

ARTICLE V **GENERAL PROVISIONS**

A. Drop-outs - In the event a Teacher Fellow fails to finish the placement period due to any reason (health or otherwise), TFP shall immediately inform thereof in writing, the LGU - Cagayan de Oro through the Office of the Mayor

B. Term - The term of this Understanding covers in full the batch of Teacher Fellows for SY 2024-2025 and SY 2025-2026, including the two-month summer, subject to provisions of Article I.B. of this Understanding.

ARTICLE VI **TERMINATION**

This Understanding may be terminated as follows:

- i. At any time by mutual written agreement of the Parties;
- ii. By any Party, upon thirty (30) days' prior written notice to the non-terminating Party; Provided, that the terminating Party provides said written notice thirty (30) days prior to the end of the current academic year; or,
- iii. By any Party upon written notice to the non-terminating Parties in the event of a material breach of this Understanding that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.

ARTICLE VII **ASSIGNMENT**

This Understanding may not be assigned by a Party without the written consent of the other Party.

ARTICLE VIII
GOVERNING LAW

The validity, construction, and performance of this Understanding shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

ARTICLE IX
SEVERABILITY

If any provision of the Understanding shall be held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby and shall continue to be in full force and effect. However, should the severance alter the basic nature of this Understanding, or is contrary to public policy, the entire Understanding will be rendered invalid.

ARTICLE X
WAIVER

The failure of any Party to insist on a strict performance of any of the terms and covenants hereof shall not be considered a relinquishment or waiver of any rights or remedies pertinent thereto, nor shall the same be considered as a waiver or condonation of any subsequent breach or default of the terms and covenants hereof, all of which shall continue to be in full force and effect. No waiver, express or implied, by any of the Parties of any of their respective rights or remedies hereunder shall be deemed to have been made, and no evidence thereof shall be admissible unless such waiver is expressed in a written instrument duly signed by the Party waiving any such rights or remedies.

ARTICLE XI
ENTIRE UNDERSTANDING

This Understanding constitutes the entire Understanding between the Parties hereto with respect to the subject matter hereof and cancels, supersedes or otherwise nullifies any prior oral or written understandings and Understandings with respect hereto.

ARTICLE XII
MODIFICATIONS

Any and all amendments and modifications to this Understanding shall be in writing and signed by all the Parties hereto.

ARTICLE XIII
FORCE MAJEURE

No Party shall be liable to the other Party for any loss, injury, delay, damages or other casualty suffered or incurred by the other Party due to strikes, riots, storms, fires, explosions, acts of God, war, *coup d'état*, action of any government or any other cause beyond the reasonable control of the party (each, a *Force Majeure* Event), and any failure or delay by any Party in performing any of its obligations under this Understanding due to a *Force Majeure* Event shall not be considered a breach of this Understanding. The Party suffering such *Force Majeure* Event shall notify the other party in writing promptly after the occurrence of such *Force Majeure* Event and shall, to the extent reasonable and lawful, use its best efforts to remove or remedy the *Force Majeure* Event.

ARTICLE XIV
NO STRICT CONSTRUCTION

The Parties acknowledge that they have agreed amongst each other in good faith and at arms length with respect to the terms, conditions and provisions hereof, that each Party has determined for himself or herself that this Understanding is fair and reasonable, and that the words and phrases in this Understanding express the true intentions of all the Parties so that no rule of strict construction should be applied when interpreting and construing this Understanding.

ARTICLE XV
NOTICES

Any notice or other communication which is required or permitted hereunder shall be in writing and shall be delivered to the address of such Party as set forth below:

To TFP:

TEACH FOR THE PHILIPPINES, INC.

Unit 201 Asia Tower Condominium,
Benavidez corner Paseo de Roxas Streets
Legaspi Village, Makati City 1229

Attention: Ms. Ma. Victoria Andrea A. Ungco, Chief Executive Officer

To the LGU - Cagayan de Oro:

CITY GOVERNMENT OF CAGAYAN DE ORO

89 Hayes St., Cagayan de Oro City, Misamis Oriental

Attention: Hon. Rolando A. Uy

IN WITNESS WHEREOF, the parties have hereunto put their hands in the place and on the date first above written.

TEACH FOR THE PHILIPPINES

**CITY GOVERNMENT OF
CAGAYAN DE ORO**

By:

By:

MA. VICTORIA ANDREA A. UNGCO
Chief Executive Officer

HON. ROLANDO A. UY
City Mayor

Signed in the presence of:

WITNESSES

DR. ALICIA E. ANGHAY
Local School Board Director
City Government of Cagayan de Oro

CHRISTOPHE GUILLERMO PIETRO THOMAS H. CHUIDIAN
Chief Operations Officer
Teach for the Philippines, Inc.



Republic of the Philippines
City of Cagayan de Oro
Local School Board



1st Endorsement
May 6, 2024

CITY LEGAL OFFICE
RECEIVED
DATE: 5.6.2024
TIME: 3:29

Respectfully endorsed to **ATTY. KENNETH O. TAMALA, MBA**, City Legal Officer, City Legal Office, the herein updated draft of the Memorandum of Understanding (MOU). The MOU is regarding the implementation of the Teach for the Philippines Fellowship Program for the period SY 2024-2025 and SY 2025-2026.

For whatever action deemed appropriate.


ALICIA E. ANGHAY, PhD.
Focal Person for Education 



LOCAL SCHOOL BOARD
2F J.V. Serifa Bldg. City Hall Compound
Cagayan de Oro City
Email: educfocal.cdolsb@gmail.com
Mobile: 0920 545 3764



22 Apr 2024

DR. ALICIA E. ANGHAY
Focal Person for Education
Local School Board

Dear Dr. Anghay:

Greetings!

This is in response to your indorsement dated 12 March 2024 seeking for review, comment, opinion on the herein attached *Memorandum of Understanding (MOU)* between the City Government of Cagayan de Oro and Teach for the Philippines, Inc. (TFP) regarding the implementation of the Teach for the Philippines Fellowship Program for the period SY 2024-2025 and SY 2025-2026.

In this connection, kindly be informed that this Office has thoroughly reviewed the above-mentioned draft *Memorandum of Understanding (MOU)* and the following observations and recommendations are respectfully forwarded:

1. Under Article I of the draft MOU pertaining to the non-establishment of an employer-employee relationship, only DepEd Cagayan de Oro has been stated. No mention of LGU-Cagayan de Oro has been made. In line with this, such article should instead state the following:

C. Employment. The Teacher Fellows are considered employees of TFP. Therefore, DepEd Cagayan de Oro **and LGU-Cagayan de Oro** shall not be held liable for any result of the Teacher Fellows' actions or inaction in the conduct of his/her duties during his/her placement period in the Partner School. Nothing in this Understanding shall be construed as establishing an employer-employee relationship between the Teacher Fellows, DepEd Cagayan de Oro **and/or LGU-Cagayan de Oro.**

2. In the same vein, it is also highly suggested that Article III of the draft MOU should also be amended accordingly, *to wit:*

ARTICLE III LEGAL ACTION

TFP and LGU-Cagayan de Oro shall not be held liable for the independent acts or omissions of the designated Teacher Fellow, unless such act or omission was done with the written consent of TFP **and/or LGU-Cagayan de Oro.** Each Party shall be liable for its negligent acts.



3. Finally, this Office recommends that a new article pertaining to the compliance on data privacy laws be added to the draft MOU, *to wit:*

**ARTICLE _
DATA PRIVACY COMPLIANCE**

The Parties shall each be responsible for their respective compliance with Data Privacy Law, rules and regulations. Nothing in this Understanding shall be construed as constituting either party as a personal information controller or personal information processor of other parties herein, except that the Parties are free to subsequently enter into such agreements, to be embodied in the appropriate Memorandum.

4. Please see attached draft for other corrections on typographical or grammatical errors which are indicated in blue ink.

For your guidance and appropriate action.

Prepared by:


ATTY. IZELLE FELICE M. FUENTES
Executive Assistant V

Reviewed by:


ATTY. KENNETH O. TAMALA, MBA
City Legal Officer