



Republic of the Philippines
Province of Guimaras

OFFICE OF THE SANGGUNIANG PANLALAWIGAN

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE SANGGUNIANG PANLALAWIGAN OF THE PROVINCE OF GUIMARAS HELD AT THE SP SESSION HALL, PROVINCIAL CAPITOL ON JANUARY 7, 2015.

PRESENT:

<i>Hon. Vicente B. de Asis</i>	-	<i>Vice Governor/Presiding Officer</i>
<i>Hon. Cyril C. Beltran</i>	-	<i>SP Member/Majority Floor Leader</i>
<i>Hon. David G. Gano</i>	-	<i>SP Member</i>
<i>Hon. John Edward G. Gando</i>	-	<i>SP Member</i>
<i>Hon. Josefina G. de la Cruz</i>	-	<i>SP Member</i>
<i>Hon. Dan Elby C. Habaña</i>	-	<i>SP Member</i>
<i>Hon. Diosdado G. Gonzaga</i>	-	<i>SP Member</i>
<i>Hon. Rex G. Fernandez</i>	-	<i>SP Member</i>
<i>Hon. Nelly S. Rentoy</i>	-	<i>Ex-Officio Member (PCL Fed. President)</i>
<i>Hon. Fred C. Gamayao</i>	-	<i>Ex-Officio Member (LNB Fed. President)</i>

OFFICIAL BUSINESS:

None

ABSENT:

Hon. Roy P. Habaña - SP Member

RESOLUTION NO. 03

RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, MD, MPH, TO SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT OF GUIMARAS, THE CONTRACT OF SERVICES WITH MS JERLYN F. RAMOS AS DATA CONTROLLER OF THE GOVERNOR'S OFFICE-ICT SECTION

WHEREAS, Ms. Jerlyn F. Ramos has been hired by the Provincial Government of Guimaras as Data Controller thru Contract of Services that will end on December 31, 2014;

WHEREAS, the Honorable Governor, in his letter dated 06 January 2015, has requested for the renewal of the Contract of Services with Ms. Jerlyn F. Ramos for the period January 8, 2015 to December 31, 2015;

WHEREAS, finding the request to be in order, this Honorable Body interposes no objection to the request;

NOW THEREFORE, on motion of SP Member John Edward G. Gando, unanimously seconded;

THE SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

RESOLVED, to authorize Gov. Samuel T. Gumarin, MD, MPH to sign for and in behalf of the Provincial Government of Guimaras, the following:

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract of services entered into this _____
at San Miguel, Jordan, Guimaras, Philippines by and between:

The GOVERNOR'S OFFICE as presented by HON. SAMUEL T. GUMARIN, M.D., MPH, Governor, Province of Guimaras, with office address at San Miguel, Jordan, Guimaras, Philippines, referred hereinafter as the FIRST PARTY;

-and-

MS JERLYN F. RAMOS, Filipino Citizen, legal age, with residence at Tanag, Buenavista, Guimaras, hereinafter referred to as the SECOND PARTY,

WITNESSETH :

WHEREAS, the FIRST PARTY recognizes the services of the SECOND PARTY as Data Controller of the Governor's Office-Information and Communication Technology (ICT) Section;

WHEREAS, the FIRST PARTY had no available personnel in the plantilla to perform such services;

WHEREAS, the SECOND PARTY, being found to be qualified to render services to perform the duties and responsibilities of the Governor's Office-Information and Communication Technology (ICT) Section, is willing to be hired under the term and conditions as provided in this contract;

NOW THEREFORE, in consideration of the foregoing premises the FIRST PARTY hires and engages the services of the SECOND PARTY, subject to the following terms and conditions:

I. SCOPE OF WORK AND EXPECTED OUTPUT

The Second Party obligates itself to undertake and perform the tasks and services, to include:

1. Manage administers Enhanced Tax Revenue Assessment and Collection System (eTRACS), ensuring a disaster recovery plan is in effect-systems and data are backed up regularly and can be restored within acceptable standards.
2. Manage administers Time Management System (Biometrics).
3. Assist in uploading needed documents to Provincial Government Website.
4. Perform such other task maybe assigned by the immediate supervisor.

II. TECHNICAL DIRECTIONS

Performance of all work embraced in the Scope of Work herein stipulated shall be subject to the technical direction of, and review of the FIRST PARTY. "Technical Directions" as used herein are directions to the SECOND PARTY which indicate in detail such clarifications in the scope of work as the SECOND PARTY MAY DEEM PROPER to inquire from the FIRST PARTY.

III. COST AND TERMS OF PAYMENT

For and in consideration of the full and satisfactory execution and performance by the SECOND PARTY of its obligations under this Contract of Services, the FIRST PARTY shall pay the SECOND PARTY the amount of EIGHT THOUSAND PESOS (P8,000.00) monthly inclusive of tax and a bonus equivalent to one month compensation to be given at the end of a year to be taken from the Governor's Office budget.

The contract price stipulated herein shall be released in bi-monthly payments of the FIRST PARTY to the SECOND PARTY.

All payments shall be subject to the usual accounting and auditing rules and regulations.

IV. PERIOD OF THE CONTRACT

The minimum duration of this Contract shall start on January 8, 2015 and shall end on December 31, 2015.

V. WARRANTY

The SECOND PARTY warrants that the quality of work performed as required in the Scope of Work shall be according to acceptable professional and technical standards and proper compliance with conditions and requirements upon.

VI. WITHHOLDING OF PAYMENTS

The FIRST PARTY may withhold payment of the agreed price or any portion thereof in the event that the SECOND PARTY fails to substantially perform its obligation under this Contract.

VII. AMENDMENTS, MODIFICATIONS, ADDITION AND DELETIONS

Any amendments, modification or addition to or deletion from any scope of work or other matters concerning this contract shall be undertaken by the SECOND PARTY only upon prior consent and approval of the FIRST PARTY.

II. EXEMPTION FROM LIABILITY

The SECOND PARTY shall hold the FIRST PARTY harmless and free from any responsibility or accountability for any incident or injury of any kind which may be fall SECOND PARTY in the course of the performance of the services agreed upon or called to under this contract. Moreover, the SECOND PARTY shall hold the FIRST PARTY free and harmless from any claim, civil or criminal, which may be filed in connection in the aforementioned instances.

III. EMPLOYER-EMPLOYEE RELATIONSHIP

It is hereby agreed that no employer-employee relationship in any manner or form is deemed created between the SECOND PARTY, on the one hand and the FIRST PARTY on the other; that the SECOND PARTY acknowledges that no authority has been conferred upon it to hire personnel on behalf of the FIRST PARTY; that any personnel hired by the SECOND PARTY who will perform the work called for in this contract shall be solely and exclusively hired by the SECOND PARTY. The FIRST PARTY shall have entire charge, control and supervision of the work herein agreed upon, subject of the performance of the SECOND PARTY.

IV. TERMINATION FOR CONVENIENCE

The FIRST PARTY may at any time, whenever it determines for any reason that the termination is in its best interest, terminate the services of the SECOND PARTY, in whole or in part, by giving prior written notice thereof to the latter. The SECOND PARTY shall be entitled to reimbursement of all cost and

expenses in the performance of this contract which payment had not been previously made, prior to the effective date of notice of termination, but neither any extension of time acceptance of any part of the services contemplated shall be deemed as waiver of the right of the FIRST PARTY to seek redress for any damage done.

V. PENALTY CLAUSE

It is hereby stipulated that any delay (except those attributable to the FIRST PARTY) in compliance by the SECOND PARTY with its duties and obligations under this Contract shall be subject to a penalty of one-tenth of one (0.1%) percent of the stipulated price per day beyond agreed and prescribed period of compliance.

IN WITNESS WHEREOF, the parties have affixed their signatures on the ____ day of _____, 2015 at San Miguel, Jordan, Guimaras, Philippines.

FIRST PARTY

SECOND PARTY

HON. SAMUEL T. GUMARIN, M.D., MPH
Governor, Province of Guimaras

JERLYN F. RAMOS
Data Controller

Signed in the presence of:


RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Ms Jerlyn F. Ramos, Provincial Budget Officer, Accountant, Treasurer, Commission on Audit and all other concerned agencies, for information and appropriate action.

APPROVED: January 7, 2015.

I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on January 7, 2015.


LORENA MINTERVA-ITUCAS
Secretary to the Sangguniang Panlalawigan

Attested:


ATTY. VICENTE B. DE ASIS
Vice Governor
Presiding Officer

Approved:


SAMUEL T. GUMARIN, MD, MPH
Governor