



Republic of the Philippines  
Province of Guimaras  
**8<sup>TH</sup> SANGGUNIANG PANLALAWIGAN**

---

EXCERPTS FROM THE MINUTES OF THE INAUGURAL SESSION OF THE HONORABLE 8<sup>TH</sup> SANGGUNIANG PANLALAWIGAN, PROVINCE OF GUIMARAS HELD AT THE SP SESSION HALL, PROVINCIAL CAPITOL ON JULY 7, 2016.

**PRESENT:**

Atty. John Edward G. Gando	-	Vice Governor/Presiding Officer
Hon. Cyril C. Beltran	-	SP Member/Majority Floor Leader
Hon David G. Gano	-	SP Member
Hon. Cresente P. Chavez, Jr.	-	SP Member
Hon. Diosdado G. Gonzaga	-	SP Member
Hon. Josefina G. de la Cruz	-	SP Member
Hon. Rex G. Fernandez	-	SP Member
Hon. Aurelio G. Tionado	-	SP Member
Hon. Felicito M. Gareza	-	Ex-Officio Member (PCL Fed. President)

**ABSENT:**

Hon. Dan Elby C. Habaña	-	SP Member
-------------------------	---	-----------

**RESOLUTION NO. 109**

**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 MR. JONATHAN E. ELIDIA AS CENTER ADMINISTRATOR OF THE PROVINCIAL TRAINING AND ENTERPRISE DEVELOPMENT CENTER (PTEDC)-TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)**

WHEREAS, the Honorable Governor, in his letter dated 29 June 2016, has requested for an authority to sign for and in behalf of the Provincial Government of Guimaras, the Contract of Services with Mr. Jonathan E. Elidia as Center Administrator of the PTEDC-TESDA;

WHEREAS, Mr. Jonathan G. Elidia, being found to be qualified to render service as Center Administrator of PTEDC, is willing to be hired under the terms and conditions as provided in the Contract of Services drafted for the purpose;

NOW, THEREFORE, on motion of Hon. Cyril C. Beltran, unanimously seconded;

THE 8<sup>TH</sup> SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

RESOLVED, to authorize Governor 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 \_\_\_\_ day of June 2016 at San Miguel, Jordan, Guimaras, Philippines by and between:

The PROVINCIAL GOVERNMENT OF GUIMARAS as represented by HON. SAMUEL T. GUMARIN, MD, MPH, Governor, Province of Guimaras with office address at San Miguel, Jordan, Guimaras, Philippines, referred hereinafter as the FIRST PARTY;

-and-

MR. JONATHAN G. ELIDIA, Filipino Citizen, legal age, with residence at Barangay East Valencia, Buenavista, Guimaras hereinafter referred to as the SECOND PARTY.

WITNESSETH :

WHEREAS, the Technical Education and Skills Development Authority (TESDA) will be pulling out the present Center Administrator assigned at the Provincial Training and Enterprise Development Center (PTEDC);

WHEREAS, as stipulated in the Memorandum of Agreement dated March 9, 2004 between the Technical Education and Skills Development Authority (TESDA) and the Province of Guimaras, the Provincial Government has the obligation to:

1. Provide regular budget for operation of the center.
2. Make available personnel, technical expertise, services, facilities when requested for the effective and efficient program delivery of the center.
3. Establish and maintain a Trust Fund for the PTEDC, utilization of which shall be solely for the operation of the center, and approved by the representative of TESDA and the LGU-Guimaras who shall also serve as signatories to disbursement. The fund shall be utilized for training-related expenses, certain percentage of product sold as royalty of trainor who develop the product, maintenance of the center facilities.
4. Extend security assistance to the center.
5. Assist in the management of the center.

WHEREAS, with the forthcoming situation, the FIRST PARTY recognizes the need of the services of the SECOND PARTY as Center Administrator of the Provincial Training and Enterprise Development Center (PTEDC);

WHEREAS, the SECOND PARTY, being found to be qualified to render such services to perform the duties and responsibilities of Center Administrator at the Provincial Training and Enterprise Development Center (PTEDC), is willing to be hired under the terms 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. Responsible in managing the operations and activities of the center
2. Prepares institutional/work and financial plan
3. Manage training facilities/resources and delivery of training programs
4. Manage financial and human resources
5. Establish training system/organization management system
6. Manage special projects
7. Establish marketing and promotion program
8. Evaluate systems, programs and resources
9. Establishes and maintains partnerships with external partner/stakeholders
10. Generates resources for the center
11. Directs the monitoring of outputs and evaluation of outcomes
12. Leads in building a strong, capable and motivated workforce
13. Provides technical/instructional services when needed
14. Performs other related functions

#### **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 Service, the FIRST PARTY shall pay the SECOND PARTY the amount of TWENTY NINE THOUSAND PESOS (P29,000.00) as the basic monthly honorarium inclusive of tax to be taken from the Special Purpose Appropriation (Provincial Training and Enterprise Development Center Program).

Payment shall be bi-monthly falling on the 15<sup>th</sup> and 30<sup>th</sup> day of every month or on the nearest day following should this falls on a non-working day.

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 July 8, 2016 and shall end not later than December 31, 2016.

### **V. WARRANTY**

The SECOND PARTY warrants that the quality of the 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 agreed 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 obligations under this Contract.

### **VII. AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS**

Any amendments or modification or addition to, or deletions 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.

### **VIII. EXEMPTION FROM LIABILITY**

The SECOND PARTY shall hold the FIRST PARTY harmless and free from any responsibility or accountability for any accident or injury of any kind which may be fall the SECOND PARTY in the

course of the performance of the services agreed upon or called to under this contract. Likewise, the FIRST PARTY shall not be liable for any injury or accident to any third party arising from the negligence or carelessness of the SECOND PARTY in the performance of the services embraced in 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 with the aforementioned instances.

#### **IX. 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 and subject to review the performance of the SECOND PARTY.

#### **X. 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 the 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.

#### **XI. 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 the agreed and prescribed period of compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the \_\_\_\_ day of \_\_\_\_\_ 2016 at San Miguel, Jordan, Guimaras, Philippines.

FIRST PARTY

SECOND PARTY

**SAMUEL T. GUMARIN, MD, MPH**

Governor, Province of Guimaras

**JONATHAN G. ELIDIA**

Center Administrator, PTEDC

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Mr. Jonathan G. Elidia, TESDA, PTEDC and all other concerned offices for information and appropriate action.

APPROVED. July 7, 2016.

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 inaugural session held on July 7, 2016.

  
**LORENA MINIERVA-ITUCAS**  
 Secretary to the Sangguniang Panlalawigan

Attested:

  
**ATTY. JOHN EDWARD G. GANDO**  
 Vice Governor  
 Presiding Officer

Approved:

  
**SAMUEL T. GUMARIN, MD, MPH**  
 Governor