

Republic of the Philippines
Province of Iloilo
Municipality of Tigbauan
Office of the Sangguniang Bayan
Tigbauan Municipal Hall, Tigbauan, Iloilo 5021 Philippines
(033) 511-8532 sbtigbauan@yahoo.com



EXCERPT FROM THE MINUTES OF THE 35TH REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON SEPTEMBER 8, 2021 AT 9:45 IN THE MORNING

PRESENT:

HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO	-	S.B. Member & Temporary Presiding Officer
HON. DENNIS T. VALENCIA	-	S.B. Member
HON. NERI T. CAMIÑA	-	S.B. Member
HON. MARLON R. TERUÑEZ	-	S.B. Member
HON. REYNALDO E. TUMABOTABO	-	S.B. Member
HON. NORBERTO T. TURALBA	-	S.B. Member
HON. JERRY T. TUARES	-	Liga President
HON. DYOSA MARIE T. TERUÑEZ	-	SKMF President

ABSENT: (*Home Quarantine/Work from Home Arrangement*)

HON. VIRGILIO T. TERUEL,	-	Vice Mayor
HON. SUZETTE MARIE HILADO-BANNO	-	S.B. Member
HON. JULIUS T. LEDESMA	-	S.B. Member

Resolution No. 2021-089

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, ATTY. SUZETTE TENEFRANCIA-ALQUISADA, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE CHAPEL OF HILLS GEGATO-ABECIA FUNERAL HOMES AND CREMATORIAL, INC. TO ENSURE THE IMPLEMENTATION OF THE DEPARTMENT OF HEALTH MEMORANDUM REGARDING THE PROPER MANAGEMENT OF REMAINS FOR COVID-19 PATIENTS WITHIN THE MUNICIPALITY OF TIGBAUAN, PROVINCE OF ILOILO.

WHEREAS, in a letter dated September 07, 2021, the Hon. Mayor, Atty. Suzette T. Alquisada, requested this August Body for the urgent passing of a “*Resolution Authorizing the Municipal Mayor, Atty. Suzette T. Alquisada, for and in Behalf of the Municipality of Tigbauan to Enter into a Memorandum of Agreement with the Chapel of Hills Gegato-Abecia Funeral Homes & Crematory, Inc., to Ensure the Implementation of the Department of Health Memorandum Regarding the Proper Management of Remains for COVID-19 Patients Within the Municipality*”;

WHEREAS, said **Memorandum of Agreement** shall be made and entered into by, and between the following parties:

- **MUNICIPAL GOVERNMENT OF TIGBAUAN, ILOILO**, a municipal corporation created under Philippine Law, with office address at Tejero St. Brgy. 9 Poblacion, Tigbauan, Iloilo Philippines, represented by its Local Chief Executive, **ATTY. SUZETTE TENEFRANCIA- ALQUISADA** and herein referred to as “**LGU TIGBAUAN**;”
- **CHAPEL OF HILLS GEGATO-ABECIA FUNERAL HOMES & CREMATORIAL, INC.**, with principal address at Monfort Highway, Balabago, Jaro, Iloilo City and represented by its President, **FELY GEGATO ABECIA**, hereinafter referred to as “**CHGAFH**;”

WHEREAS, the **LGU TIGBAUAN** is the primary government agency responsible for ensuring the welfare of all people residing within its territorial and political subdivision thru the provision of quality basic services and proper implementation of ordinances, rules and regulations in accordance with the existing laws of the Philippines;

WHEREAS, the LGU shall allocate funds for a funeral assistance allotted to indigent confirmed COVID-19 cases and PUIs regardless whether they are undergoing home quarantine, or admitted in a public facility;

WHEREAS, local government units should designate funeral service facilities to handle the remains of COVID-19 cases and to provide financial assistance to cover the logistics, fuel, salary, and other expenses that will be incurred in the process;

WHEREAS, CHGAFH is a reputed establishment which provides funeral services;

WHEREAS, for and in consideration of the foregoing premises, the parties hereby agree, to enter into a Memorandum of Agreement (MOA) to ensure the implementation of the Department of Health Memorandum regarding the proper cadaver management for COVID-19 patients within the Municipality, to wit:

ARTICLE I - PRINCIPAL PURPOSES OF COOPERATION

This Memorandum of Agreement serves to establish roles and responsibilities of each party.

ARTICLE II - SCOPE OF RESPONSIBILITIES

2.1 LGU TIGBAUAN shall:

2.1.1 Ensure that a written consent is obtained from those who are authorized to arrange the funeral or burial rite of the deceased, which allow the conduct of this procedure.

2.1.2 Ensure that the human remains in fully sealed in cotton cloth, plastic and an impermeable cadaver bag before transfer to the crematorium.

2.1.3 Pay CHGAFH the amount of Ten Thousand Pesos (Php 10,000.00) per deceased cremated, 30 days after billing and other supporting documents were received. A higher amount maybe granted by the Local Chief Executive should the economic circumstances warrant.

2.2 CHGAFH (Service Provider) shall:

2.2.1 Provide proper transport of human remains from any hospital/Quarantine Facility in the province of Iloilo to the crematorium.

2.2.2 Disinfect immediately the vehicle after the human remains have been removed.

2.2.3 Ensure the identity of the cadaver to be cremated.

2.2.4 Ensure that remains shall be reduced to the size of fine sand or ashes before they are turned over to the relatives of the deceased.

2.2.5 Provide urn for the cremated cadaver.

2.2.6 Prepare the billing statement address to the Office of the Municipal Mayor, Municipality of Tigbauan, Iloilo

2.2.7 Submit the billing statement with the supporting documents in two (2) copies to Social Service Unit.

2.2.8 Shall issue official receipt upon received of the payment.

ARTICLE III - EFFECTIVITY, AMMENDMENT, VALIDITY AND TERMINATION

- 3.1** This Memorandum of Agreement shall take effect upon signing of the Parties.
- 3.2** Any amendment to or revision of the text of this Memorandum of Agreement shall be in writing and shall be done upon the mutual consent of the parties.
- 3.3** This Memorandum of Agreement shall end once the term of office is completed.
- 3.4** The termination of this Memorandum of Agreement shall not adversely affect any valid or subsisting understanding or undertaking concluded or entered into pursuant to the same.
- 3.5** In the event that performance of this Agreement in the reasonable opinion of either Parties is made impossible by force majeure, then either Parties shall so notify the other in writing and **LGU TIGBAUAN** shall (a) terminate the Agreement, or (b) authorize to complete performance of the Agreement with such adjustments as are required by the existence of the force majeure and are agreed upon by the Parties.

ARTICLE IV - LANGUAGE OF THE MOA

The original MOA has been drawn up in English. Should it be translated into one or more other languages, only the English version shall be authoritative in case of a dispute.

ARTICLE V - SETTLEMENT OF DISPUTES- APPLICABLE LAW

- 5.1** Should any disputes arise concerning the interpretation or the performance of this MOA, the parties shall endeavor to resolve it amicably.
- 5.2** In the event of a persistent disagreement, any disputes which cannot be settled amicably by the parties shall be brought before the Philippine law and Province of Iloilo court shall be applicable to the proceedings for the interpretation of the MOA and for the settlement of any dispute.

ARTICLE VI - ETHICS AND PRINCIPLES

- 6.1** The parties shall respect, in accordance with the professional codes of ethics and the legislation in force in the Philippines, the confidentiality of the documents and of the work and reflections of both parties.
- 6.2** Each party pledges not to directly or indirectly disclose the information, knowledge or know-how concerning the other party to the MOA and the operating conditions to which it may have been made privy in the course of the performance of this MOA.

NOW, THEREFORE, on motion of HON. MARLON R. TERUÑEZ and duly seconded by Hon. Dennis T. Valencia, Hon. Neri T. Camiña, Hon. Reynaldo E. Tumabotabo, Hon. Norberto T. Turalba and Hon. Dyossa Marie T. Teruñez,

RESOLVED, to authorize the Municipal Mayor, Atty. Suzette Tenefrancia-Alquisada, for and in Behalf of the Municipality of Tigbauan to Enter Into A Memorandum of Agreement With the Chapel of Hills Gegato-Abecia Funeral Homes and Crematory, Inc. to Ensure the Implementation of the Department of Health Memorandum Regarding the Proper Management of Remains for Covid-19 Patients Within the Municipality of Tigbauan, Province of Iloilo;

RESOLVED FURTHER, to furnish copies of this Resolution to the Office of the Municipal Mayor, Atty. Suzette Tenefrancxia-Alquisada, to Ms. Fely Gegato Abecia, President, Chapel of Hills Gegato-Abecia Funeral Homes and Crematory, Inc. and to all concerned for their information and/or appropriate action.

APPROVED.

CERTIFIED CORRECT:


MARLENE TAYO-NAVA
S.B. Secretary

ATTESTED:


ATTY. MA. GERRYLIN SANTUYO-CAMPOSAGRADO
S.B. Member & Temporary Presiding Officer


HON. VIRGILIO T. TERUEL, LAWYER

Municipal Vice Mayor

Sangguniang Bayan Members:

Hon. Dennis T. Valencia
Hon. Neri T. Camiña
Hon. Marlon R. Teruñez

Hon. Suzette Marie Hilado-Banno, M.D. Hon. Ma. Gerrylin Santuyo-Camposagrado, Lawyer, MPA
Hon. Reynaldo E. Tumabotabo Hon. Norberto T. Turalba
Hon. Julius T. Ledesma, O.D. Hon. Jerry T. Tuares, (LnB-Pres.)- Civil Engineer
Hon. Dyossa Marie Teruñez (SKMF-Pres.)

"Public office is a public trust. Public Officials must at all times be accountable to the people."