



CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENT:

This contract made and entered by and between

The Municipal Government of Tanauan, Leyte a local Government Unit with office address at 888 Real Street Brgy. Buntay Tanauan, Leyte Philippines, herein represented by **Hon. Ma. Gina E. Merilo** Municipal Mayor herein referred to as the **"FIRST PARTY" (LGU_TANAUAN)**;

-And-

JOHN EARL O. GIL of legal age, Single, Filipino and with residence at Barangay Sto Niño Tanauan, Leyte herein after referred to as **"SECOND PARTY"**

-WITNESSETH-

1. That the Local Government Unit in need of the services of the Second Party who shall perform work not performed by the regular personnel of the LGU;
2. That the Second Party has signified his intention, to which the agency has accepted, to provide the service needed by the latter;
3. That the Second Party possesses the education, experience and skills required to perform Contract of Service as described herein;
4. That the Second Party hereby attest that he is not related within the third degree of consanguinity to the:
1) hiring authority and/or 2) representative of the LGU that he has not been previously dismissed from the government service by reason of an administrative case;
5. That in view whereof and in the exigency of public service, the Second Party is hereby contracted as a Contract of Service Clerical Aide (MPDO) from September 23, 2024 to December 31, 2024 in consideration of daily rate of Four Hundred Pesos (P400.00) to be paid on during the 15th and 30th day of the month;
6. That as a Contract of Service Clerical Aide (MPDO) the Second Party is expected to perform the following function:
 - Measure the require set back or easement from the center line to the structure applied
 - Check the applied structure for Electrical and Water connections
 - Issue notice of violations to the applicants who violated P.D 1096 which is the National Building Code
 - Assisting the validations and sorting of files of Permanent Pabahay Housing Beneficiaries of the Mont Eagle, Our Lady of Assumption & Sacme for relocations in our municipality
7. That the Second Party shall perform at the time and schedule to be agreed upon by both parties;
8. That it is understood that contract does not create an employer-employee relationship between the LGU and the Second Party, that the services rendered hereunder are not considered and as basis entitlements to leave privileges and other benefits enjoyed by the regular personnel of the LGU like attending to training/seminar not related to the function as well as render overtime work and services excess;
9. Notwithstanding the fixed duration of this contract, the services of the Second Party may be terminated earlier than the expiration date due to unsatisfactory service, unavailability of fund, early completion or discontinue of the project, or other reason within control of the Second Party.