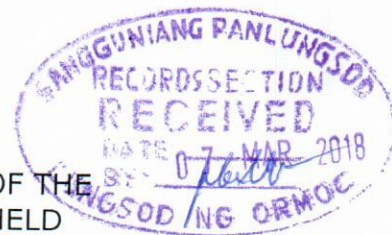


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FOURTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON MARCH 01, 2018

PRESENT:

Vincent L. Rama,	(OIC-City Vice Mayor & Temporary Presiding Officer),
	SP Member, Asst. Majority Floor Leader
Rolando M. Villasencio,	SP Member, Majority Floor Leader
Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
Benjamin S. Pongos, Jr.,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
Gregorio G. Yrastorza III,	SP Member
Nolito M. Quilang,	SP Member
John Eulalio Nepomuceno O. Aparis II,	SP Member
	Minority Floor Leader
Lea Doris C. Villar,	SP Member, Asst. Minority Floor Leader
Mariano Y. Corro,	Ex-Officio SP Member
	Chapter President, Liga ng mga Barangay ng Ormoc

ON OFFICIAL BUSINESS:

Leo Carmelo L. Locsin, Jr., (OIC – City Mayor),
Vice Mayor & Presiding Officer

ON LEAVE:

Tomas R. Serafica, SP Member

RESOLUTION NO. 2018-061

A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ TO ENTER INTO AND SIGN THE MEMORANDUM OF UNDERSTANDING (MOU), FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH NATIONAL MAPPING AND RESOURCE INFORMATION AUTHORITY (NAMRIA) RELATIVE TO THE FORMER'S INTENTION TO AVAIL OF ORTHOIMAGES, DIGITAL ELEVATION MODEL AND READY PROJECT HAZARD MAPS TO BE USED AS REFERENCE IN THE DEVELOPMENT PLANNING FOR PROGRAMS, SERVICES AND POLICIES ON THE IMPLEMENTATION OF THE LOCAL CLIMATE CHANGE ACTION PLAN (LCCAP) AND OTHER FUTURE PROGRAMS AND PROJECTS.

WHEREAS, this august Body was in receipt of an Indorsement from the Office of the City Mayor dated February 12, 2018, endorsing the recommendation of Atty. Jesus Manuel A. Horca, III, Assistant City Legal Officer, for the issuance of a Resolution granting the City Mayor the authority to sign the Memorandum of Understanding (MOU) between the Local Government Unit of Ormoc (LGU-Ormoc) and the National Mapping and Resource Information Authority (NAMRIA), a photocopy of the said MOU is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, NAMRIA, as provided for in the Department of Environment and Natural Resources (DENR) Administrative Order No. 31, series of 1988, which prescribed the guidelines implementing Section 22 (a) of Executive Order 192, series of 1987, is mandated to provide the public with mapmaking services and to act as the central mapping agency, depository, and distribution facility for natural resources data in the form of maps, charts, texts, and statistics;

WHEREAS, NAMRIA, as the central mapping agency of the national government, is the repository of digital base maps, aerial photographs, remotely sensed data and other related geographic information, and possesses the expertise in map making, geographic and resource information services;

WHEREAS, the City of Ormoc intends to avail of the products of NAMRIA to be able to fully plan, undertake and implement its programs and projects as reference in the development planning for programs, services and policies on the Local Climate Change Action Plan (LCCAP);

WHEREAS, there is a necessity to have LGU-Ormoc and NAMRIA enter into a MOU in order for the latter to provide the necessary resources and the former to publish any work relating to the aim of successful development and innovative planning for all action plans of the City;

WHEREAS, the parties herein have committed to collaborate with each other thru this MOU with full knowledge, commitment and willingness in the fulfillment of their responsibilities contained thereon;

WHEREAS, the Assistant City Legal Officer issued an indorsement along with an opinion dated February 9, 2018 stating that the MOU is in order, not detrimental to the interests of the City, not contrary to law, morals and public policy and recommends the approval of the aforementioned MOU, a copy of which is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, upon close and thorough review, this Sanggunian, finds that the MOU is not contrary to law, existing contracts and public morals, and that its objectives are extremely beneficial to the City in that they aim to address the vital concern in the Local Climate Change Action Plan, among others, and so therefore, most deserving of this august Body's full support and affirmative action to the same;

WHEREFORE, on motion of SP Member Nolito M. Quilang, Vice-chairman, Committee on Laws and Ordinances, severally seconded by SP Members Mariano Y. Corro, Lea Doris C. Villar and John Eulalio Nepomuceno O. Aparis II; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ TO ENTER INTO AND SIGN THE MEMORANDUM OF UNDERSTANDING (MOU), FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH NATIONAL MAPPING AND RESOURCE INFORMATION AUTHORITY (NAMRIA) RELATIVE TO THE FORMER'S INTENTION TO AVAIL OF ORTHOIMAGES, DIGITAL ELEVATION MODEL AND READY PROJECT HAZARD MAPS TO BE USED AS REFERENCE IN THE DEVELOPMENT PLANNING FOR PROGRAMS, SERVICES AND POLICIES ON THE IMPLEMENTATION OF THE LOCAL CLIMATE CHANGE ACTION PLAN (LCCAP) AND OTHER FUTURE PROGRAMS AND PROJECTS;

ADOPTED, March 01, 2018.


RESOLVED, FURTHER, that a copy of the final and notarized Memorandum of Understanding (MOU) be furnished to this Sanggunian for its information and files;

RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez, the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Jasper M. Lucero; the City Planning & Development Coordinator, Engr. Raoul E. Cam; NAMRIA; the OIC-City Director, DILG; and other offices concerned for their information and guidance;

Res. No. 2018-061

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


MARIA ANTONIETA G. CO HAT
(OIC - SP Secretary)
Supervising Administrative Officer

ATTESTED:


VINCENT L. RAMA
(OIC-City Vice Mayor & Temporary Presiding Officer)
Asst. Majority Floor Leader
SP Member

DEMO COPY



Republic of the Philippines
OFFICE OF THE CITY LEGAL OFFICER
Ormoc City, Leyte

OFFICE OF THE CITY MAYOR	
RECEIVED	
DATE:	2-29-18
TIME:	1:55
SIGNATURE:	<i>[Signature]</i>

09 February 2018

MA. VICTORIA LYRA P. DELA CERNA
City Govt. Asst. Dept. Head I
City Mayor's Office
LGU-Ormoc City

Re: Proposed MOU between LGU Ormoc and the National Mapping and Resource Information Authority (NAMRIA)

Dear Ms. Dela Cerna:

The undersigned has reviewed the terms and conditions of the above MOU against the provisions of Sec. 22(a), EO 192, s-1987 and DENR AO No. 31, s-1988, and finds nothing legally objectionable to the basis, substance and purposes thereof. The same is likewise found to be in order, not detrimental to the interests of the City, not contrary to law, morals and public policy.

The undersigned therefore recommends approval of the aforementioned MOU, and further recommends that an SP Resolution be secured for the Authority of the Mayor to sign the same.

Thank you.


For the City Legal Officer:

Respectfully Yours,

ATTY. JESUS MANUEL A. HORCA III
City Govt. Asst. Dept. Head I
Assistant City Legal Officer

CERTIFIED TRUE COPY

JURNELL CELINE P. MAGLASANG
ADMINISTRATIVE AIDE I

	<p>MOU</p>
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NAMRIA-QCP-03-Form5 Rev.0

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding is made and entered into by and between:

The **NATIONAL MAPPING AND RESOURCE INFORMATION AUTHORITY (NAMRIA)**, a government entity with office address at Lawton Avenue, Fort Andres C. Bonifacio, Taguig City, Metro Manila, Philippines as herein represented by **Administrator DR. PETER N. TIANGCO, CESO I** hereinafter referred to as the **FIRST PARTY**.

-and-

The **CITY GOVERNMENT OF ORMOC**, with principal office at Ormoc City Hall, Aunubing Street, Cogon, Ormoc City 6541 as herein represented by **MAYOR RICHARD J. GOMEZ** hereinafter referred to as the **SECOND PARTY**.

WITNESSETH

WHEREAS, the **FIRST PARTY** as the central mapping agency of the national government, is the repository of digital base maps, aerial photographs, remotely sensed data and other related geographic information, and possesses the expertise in map making, geographic and resource information services;

WHEREAS, the **SECOND PARTY** intends to avail itself of the products of the **FIRST PARTY** to be able to undertake its program and projects;


WHEREAS, the **FIRST PARTY**, recognizing the need of the **SECOND PARTY**, is willing to provide such products.

WHEREAS, the **FIRST PARTY** intends to protect its interest by preventing the unauthorized use, proliferation, reproduction and sale of its products;

NOW THEREFORE, in consideration of the foregoing, both parties have agreed on the following terms and conditions herein contained.

ARTICLE I - DELIVERABLE PRODUCTS

- 1.0 The **FIRST PARTY** shall provide, free of charge, the following product:
Orthoimages based on Very High Resolution Satellite Imagery (VHRSI) in *.img file format;
Digital Elevation Model (DSM and DTM) derived from Interferometric Synthetic Aperture Radar (IFSAR) data in *.tiff file format and READY Project Hazard Maps in vector format covering the City of Ormoc, Province of Leyte.
- 2.0 The **SECOND PARTY** shall solely utilize the products for the following purpose:
To be used as reference in the development planning for programs, services, and policies on Local Climate Change Action Plan.

	MOU
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NAMRIA-QCP-03-Form5 Rev.0

ARTICLE II - EFFECTIVITY

3.0 This Understanding shall take effect immediately upon signing and shall cause both parties to abide by the miscellaneous provisions as stated in Article III of this Understanding.

ARTICLE III – DATA RESTRICTIONS

4.0 Products covered by this Understanding, whether in analog or digital format shall not be reproduced, sold or used for any other purpose except those specified in this Understanding. Any violation of this provision shall be subjected to penalty according to applicable law/s.

5.0 The **SECOND PARTY** shall present the results of the study to the **FIRST PARTY** with copies of the outputs (i.e., reports, maps, statistics, etc.) where data/products were used.

ARTICLE IV - MISCELLANEOUS PROVISIONS

6.0 The **SECOND PARTY** shall include the **FIRST PARTY'S** technical personnel as co-author for any additional work required not provided herein, including but not limited to participation in field works, technical input in the processing and analysis, and additional use of the **FIRST PARTY'S** resources such as software and equipment. Said co-authorship shall be upon the approval of the technical personnel's Branch Director.

7.0 The **FIRST PARTY** shall not be liable for the delay in the performance of the obligations under this Understanding, which is attributed to force majeure or any fortuitous event of critical peace and other situation or circumstance beyond its control.

IN WITNESS WHEREOF, the parties have hereunto set their respective signatures this 5th day of February 2018.

**NATIONAL MAPPING AND RESOURCE
INFORMATION AUTHORITY (NAMRIA)**
(FIRST PARTY)

CITY GOVERNMENT OF ORMOC
(SECOND PARTY)

By:


DR. PETER N. TIANGCO, CESO I
Administrator

RICHARD I. GOMEZ
City Mayor

SIGNED IN THE PRESENCE OF

RUEL DM. BELEN, MNSA
Director, Mapping and Geodesy Branch

RAOUL E. CAM
City Planning Development Coordinator



MOU

NAMRIA-QCP-03-Form5 Rev.0

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Taguig City, Metro Manila) S.S.

BEFORE ME, personally appeared **DR. PETER N. TIANGCO** and **LCDR EDMUNDO B. ANASCO**, with their respective Passport/government accepted IDs:

NAME	Passport/ID No.	Issued at	Issued on
DR. PETER N. TIANGCO			
RICHARD I. GOMEZ			

known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is their free will and voluntary act and deed of the offices they represent.

WITNESS MY HAND AND SEAL this _____ day of _____, 2018 at Taguig City.

CONCEPCION A. BRINGAS
Chief, Administrative Division