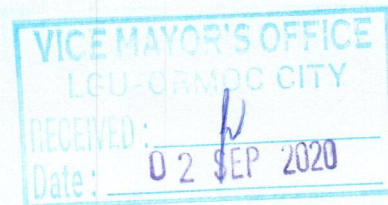
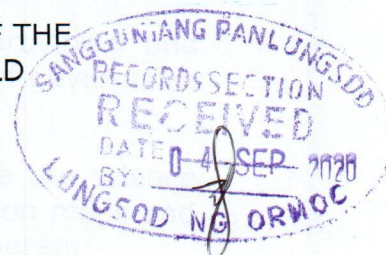


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON SEPTEMBER 01, 2020



PRESENT:

Leo Carmelo L. Locsin, Jr.
Benjamin S. Pongos, Jr.,
Roiland H. Villasencio,
Tomas R. Serafica,
Nolito M. Quilang,
Eusebio Gerardo S. Penserga,
Jasper M. Lucero,
Peter M. Rodriguez,
Vincent L. Rama,
Gregorio G. Yrastorza III,
Lalaine A. Marcos,
Esteban V. Laurente,

City Vice Mayor & Presiding Officer
SP Member, Majority Floor Leader
SP Member, 1st Asst. Majority Floor Leader
SP Member, Presiding Officer "Pro-Tempore"
SP Member, 2nd Asst. Majority Floor Leader

SP Member
SP Member
SP Member
SP Member
SP Member
SP Member

Joan Marbie C. Simbajon,

Ex-Officio SP Member, Chapter President,
Liga ng mga Barangay ng Ormoc
Ex-Officio SP Member, Chapter President,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2020-265

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN THE
MEMORANDUM OF UNDERSTANDING (MOU) TO BE
ENTERED INTO BY AND BETWEEN THE NATIONAL
RESILIENCE COUNCIL (NRC), VISAYAS STATE
UNIVERSITY (VSU), AND THE CITY GOVERNMENT OF
ORMOC FOR A RESILIENT AND DISASTER READY
COMMUNITY.**

WHEREAS, this Fifteenth SangguniangPanlungsod was in receipt of an Indorsement dated August 14, 2020 from the Office of the City Mayor, endorsing a request for the issuance of a Resolution granting the City Mayor or Acting City Mayor the authority to sign the Memorandum of Understanding (MOU) to be entered into by and between the National Resilience Council (NRC), Visayas State University (VSU), and the City Government of Ormoc for a resilient and disaster ready community, a copy of the MOU is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Opinion dated August 10, 2020, the City Legal Office finds nothing legally objectionable in the said MOU and that the same is not contrary to law, morals, public order, or public policy much less detrimental to the best interest of Ormoc City, a copy of the Opinion is hereto attached as "ANNEX B" and made an integral part hereof;

WHEREAS, the NRC is a private sector initiative that seeks to pursue a collective endeavor that will strengthen the dynamic collaboration between the public and private sectors in advancing science-based solutions to the multiple challenges of disaster resilience as it engages leaders in government, the private sector, scientific organizations and academic community in aligning disaster risk reduction and climate change adaptation initiatives that will ensure resilient development across different sectors and scales;

MEMORANDUM OF UNDERSTANDING

This AGREEMENT entered into this _____ day of SEPTEMBER 2019 at _____ City by and between:

NATIONAL RESILIENCE COUNCIL (NRC), with office address at 10th floor, Mall of Asia Arena Annex (MAAX) Building, Coral Way cor. J.W. Diokno Boulevard, MOA Complex, Pasay City, represented herein by its authorized representatives, **ROBERTO R. ROMULO** and **MA. ANTONIA YULO LOYZAGA**, and hereinafter referred to as "NRC";

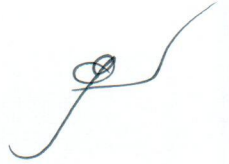
VISAYAS STATE UNIVERSITY, a non-profit public tertiary educational institution established on April 2007 by virtue of RA 9437 to serve as the government zonal agricultural university for the Visayas with its main campus located in Baybay City, Leyte, herein represented by its President, **Dr. EDGARDO E. TULIN** hereinafter referred to as "VSU".

- and -

CITY OF ORMOC, a local government unit, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at City Hall, City of Ormoc, Philippines represented by the City Mayor, **RICHARD I. GOMEZ**, hereinafter referred to as "ORMOC CITY".

WITNESSETH: That

WHEREAS, the Sendai Framework on Disaster Risk Reduction (SFDRR), the first major agreement of the post-2015 development agenda endorsed by the UN General Assembly, focuses on the need for collaboration among Government, scientists, civil society and the private sector. This collaboration seeks to accomplish the priorities on understanding risk, strengthening disaster risk governance, investing in disaster risk reduction for resilience, and enhancing preparedness for effective response to build back better. The SFDRR goals recognize that socio-economic and ecological sustainability are substantively linked to the exposure and vulnerability of societies to disaster risk.



WHEREAS, with the disastrous effects of typhoon Ondoy/Ketsana in 2009, the Philippine government recognized the urgency of having a proactive risk management framework to become more disaster resilient by enacting RA 10121, establishing the National Disaster Risk Reduction Management Council in May 2010. Likewise, the private sector came together and organized the Philippine Disaster Resilience Foundation.

WHEREAS, after Typhoon Yolanda struck in 2013, there were multiple recovery and rehabilitation efforts made by civil society organizations, led by CODE-NGO and PBSF, among others. ARISE (UNISDR Private Sector Alliance for Disaster Resilient Societies) was launched to support the implementation of SFDRR which was adopted in March 2015, at a UN World Conference in Sendai, Japan. The Philippines joined ARISE in November 2015.

WHEREAS, parties from the private, public and academic sectors are willing to work together as partners for establishing and sustaining a resilient LGU system that seeks to achieve continuity of services, less deaths and damages to properties and agriculture and development continuity in the event of a disaster;

WHEREAS, the NRC is a private sector initiative that seeks to pursue a collective endeavor that will strengthen the dynamic collaboration between the public and private sectors in advancing science-based solutions to the multiple challenges of disaster resilience as it engages leaders in government, the private sector, scientific organizations and academic community in aligning disaster risk reduction and climate change adaptation initiatives that will ensure resilient development across different sectors and scales;

WHEREAS, the NRC will pursue the attainment of the priorities of the Sendai Framework for disaster risk reduction, by supporting local communities to prepare, adapt and transform from the effects of hazards, involving a wide range of stakeholders for science-based decision making;

WHEREAS, the NRC shall ensure that a development continuity program is in place among cities/municipalities, through the following deliverables: 1. Integrated Risk Assessment 2. Leadership for Resilient LGUs Program 3. Resilience Roadmap/Integrated Multi-stakeholder Plan and 4. Pre-agreements among various sectors

WHEREAS, the Carlos P. Romulo Foundation is the Convenor and Secretariat of the National Resilience Council.

WHEREAS, VSU, develops programs for and significant community services that benefit marginalized sectors of people and communities;

WHEREAS, the VSU is committed to serve the region by providing and assisting the region through capacity building inputs on leadership and governance and science and technology on leadership for resilient LGUs;

WHEREAS, the VSU has the technical capabilities in providing geomatics and photogrammetry products and services through its Resource and Services Program under its (pls. specify the UPV Center/Institute where the S&T Track will be lodged);

WHEREAS, the **VSU** with the **NRC**, will provide and/or facilitate the science and technology needs of the Local Government Units of Ormoc City and the region specifically high resolution maps and other forms of data relevant to the needs of the National Resilience program;

WHEREAS, **VSU** is committed to invest in the capacity of its faculty pool to provide coaching, training, research, and monitoring & evaluation assistance to the Ormoc City Resilience Team, and to provide support for the program's long term sustainability through institutionalization.

WHEREAS, **ORMOC CITY** is committed to establish its resiliency as an LGU through science and technology-based and evidence-informed risk and performance assessment, competency development and building strategic partnership and coherence in partnership with the **NRC** and **VSU**.

WHEREAS, **ORMOC CITY** recognizes **VSU** as its Academic Partner for the capacity building program of the Ormoc City Team Core and Expanded Members to ensure program sustainability after the three-phase pilot program implemented by **NRC**.

WHEREAS, the **NRC**, **VSU** and **ORMOC CITY** commit to collaborate and support the attainment of better outcomes for the poor and the SDGs through the empowerment and capability building of local leaders and stakeholders; and

NOW THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein set forth, the parties hereby agree as follows:

I. PURPOSES

This Partnership generally aims to improve the achievement of the resilience outcomes including the fulfillment of the LGU resilience scorecard, conduct of community-level risk assessments and establishment of public private partnerships among target LGUs and local private sector by enhancing the leadership and science competencies of LGU officials, core resilience teams, and pillar champions through the Bridging Leadership and Prepare-Adapt-Transform frameworks. The deliverables of the Partnership are 1. Integrated Risk Assessment 2. Leadership for Resilient LGUs Program 3. Resilience Roadmap/Integrated Multi-stakeholder Plan 4. Pre-agreements among various sectors.

Specifically, this partnership aims to enhance science and technology-based leadership and governance competencies of LGUs to address the resilience challenges in their respective communities.

- a. Capacitate Local Chief Executives (LCEs) and LGU Resilience team to address leadership issues and adaptive challenges in implementing the Prepare-Adapt-Transform Resilience Framework through capacity-building activities

- b. Provide coaching and mentoring for the LGU Resilience Teams (local chief executives, chief resilience officer, disaster risk reduction & management officers and pillar and sub-pillar champions) as part of the application of knowledge and skills in leadership for resilience
- c. Provide Training of Trainers on areas related to the implementation of the Leadership for Resilient LGUs Program.
- d. Lead in the development of proposals for Quantitative-Qualitative trans-disciplinary action Research on Disaster Risk and Resilience in partnership with the Local government unit

II. PROGRAM COMPONENTS

The Leadership for Resilient LGUs Program is a two-track, three-year program, with the following components:

A. LEADERSHIP AND GOVERNANCE

- 1. Leadership for Resilient LGUs Program Module 1 to 6
- 2. NRC Coalition Workshop Modules 1 to 6
- 3. Practicum with Coaching

B. SCIENCE AND TECHNOLOGY

- 1. Climate and Disaster Risk Assessment, Year 1
- 2. Deepening Systems Thinking, Year 2
- 3. Solutions-Driven Action Research/Choosing the Right Tools, Year 3

III. COVERAGE

The Leadership for Resilient LGUs program will be implemented by the National Resilience Council in partnership with Zuellig Family Foundation (ZFF), Manila Observatory, Coastal Cities at Risk Project – Philippines (CCARPH), Dept. of Interior & Local Government – Local Government Academy (DILG LGA), NRC Experts' Pool and Academic Partners in all LGUs who commit to actively participate in the program.

IV. ROLES AND FUNCTIONS

The NRC, VSU and Ormoc City agree to share the responsibility for the accountability for results of collaborative action and for operationalizing the partnership.

A. The NATIONAL RESILIENCE COUNCIL shall perform the following:

- a. Conduct training interventions to enhance the technical, scientific, training, coaching, research, quality assurance and monitoring and evaluation skills of selected faculty/staff

of VSU, for them to effectively deliver the Leadership for Resilient LGUs for identified LGUs through the following:

- b. Provide course materials, including references and other resources
- c. Help arrange and plan with a pool of available resource persons and facilitators and other technical staff for the preparation, actual conduct monitoring and evaluation of the Leadership for Resilient LGUs Program.
- d. Monitor and evaluate the development of core faculty members who completed their capacity development training in terms of accomplishment of deliverables and progress as technical experts and bridging leaders;
- e. Provide, in collaboration with ZFF, certification of completion to VSU Faculty members who have successfully completed the Leadership for Resilient LGUs Program and the TOT.
- f. Assist in the development and financial sustainability planning of VSU as a capacity building provider on Leadership for Resilient LGUs in the region; and
- g. Facilitate research grants for the conduct of relevant research projects, subject to the approval of a proposal consistent with the NRC Terms of Reference for the research project, including the budget and expected outputs.
- h. Ensure quality of training interventions by providing technical assistance in the program components identified above.

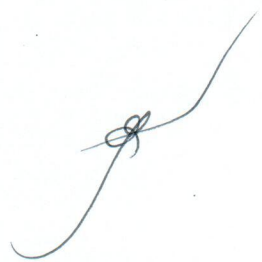
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

D. ORMOC CITY shall perform the following:



- a. Actively collaborate and coordinate with the NRC and VSU in the planning, implementation and monitoring of project activities in support of the Leadership for Resilient LGUs Program.
- b. Commit to working with NRC and VSU in the achievement of pillar and sub-pillar milestones aligned with the Resilience scorecard in the program implementation design.
- c. Help provide support, funding, logistics, technical and human resources among others as necessary to ensure the long-term success and sustainability of the Leadership for Resilient LGUs Program.
- d. Coordinate and provide facilities to serve as meeting, workshop and training venues for such activities organized during the program implementation.
- e. Commit the presence and cooperation of the Focal Person; City DRRM Officer & Staff; key LGU Officials i.e. Planning & Development Officer, Environment & Natural Resources Officer, City Health Officer, Local Economic Investment & Promotions Officer, City Engineer, Budget Officer; pillar champions, and sub-pillar champions and permanent alternates along with their identified guiding coalition during meetings, workshops, and trainings where their participation is needed.
- f. Echo the trainings and interventions to concerned staff, and share lessons learned to municipal and community leaders.
- g. Support the various PPP initiatives initiated by NRC and its partners to achieve target resilience outcomes
- h. Ensure public acknowledgment of the role and contribution of each party to the partnership in all public information documentation related to such cooperation;
- i. Monitor program implementation and submit monitoring reports in partnership with the monitoring and evaluation team of VSU and NRC.

V. CONFIDENTIALITY

Each party undertakes not to divulge at any time to any third person any confidential information relating to the other, except upon prior written consent of the other or where required under the law or regulation or by a valid order of a court or other governmental authority with competent jurisdiction.

All communications or data, in any form, whether tangible or intangible, which are disclosed or furnished by one Party to the other are to be protected against unrestricted disclosure or competitive use by the Receiving Parties shall be deemed to be "Confidential Information".

As used herein, the term "Confidential Information" shall mean all non-public, confidential or proprietary information disclosed hereunder, in any tangible or intangible form, such as but not limited, to written, oral, visual, audio or those produced by electronic media or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential.

Confidential Information shall include, but not limited to, products or planned products, processes and/or procedures, technological achievements and interests, customers and potential customers, business prospects, financial statements and information, financial situation and corporate plans, internal activities, future plans of both Parties and other information deemed proprietary or confidential by either Party or any other matter in which either Party may have any interest whatsoever.

Both Parties hereby represents and warrants to each Party have lawful rights to provide the Confidential Information. The term Confidential Information does not include information which:

- a. has been or becomes now or in the future published in the public domain without breach of this Agreement or breach of a similar agreement by a third party; or
- b. prior to disclosure hereunder, is properly within the legitimate possession of each Party which fact can be proven or verified by independent evidence; or
- c. subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction on the third party's or each Party's rights to disseminate the information and without notice of any restriction against its further disclosure; or
- d. is independently developed by each Party through persons who have not had, either directly or indirectly, access to or knowledge of such information which can be verified by independent evidence.

VI. INTELLECTUAL PROPERTY RIGHTS

All materials and work provided by a party shall belong exclusively to the said party and shall not be used for any purpose other than the implementation of this Agreement. Any use, reproduction, publication, sale or distribution of these materials and work shall be subject to the prior written consent of the owner thereof and such other terms as it shall require. Any original work created arising out of or in connection with this Agreement shall belong to the party that authored the work, except where the original work uses any data or material belonging to the any of the parties, in which case, the work shall be owned jointly by the parties, with each party having royalty free non-exclusive and irrevocable license to use, publish, copy, reproduce or distribute the work for government or public purposes.

VII. LIABILITY

Each party shall not be liable to the other for loss or damage to the each other's property unless due to gross negligence or breach of this Agreement. Each party shall not be liable to the other for any indirect, special or consequential loss arising out of or in connection with the provision of goods and the services pursuant to this Agreement and the total liability of each party for any other loss of the other arising out of or in connection with this Agreement in respect of any event shall not exceed the charges payable by each party to the other for the Project.

VIII. INDEMNITY

The parties shall hold each other free and harmless from any and all claims or causes of action of third parties arising from a negligent or otherwise wrongful act, or omission by its own employees or representatives.

IX. AMENDMENTS AND MODIFICATIONS

Either Partner shall promptly report to each other the occurrence of any event or condition which might delay or prevent the timely completion of the Program, specifying in writing the amount of time involved, the causes of the delay, and its subsequent implications on the entire timetable, work schedule, and budget of the Program. Any extension of contract time shall not involve any additional cost.

If changes under this section should result in an increase or decrease in the services originally provided and scheduled, an equivalent adjustment on the contract price, time or both shall subsequently be agreed upon in writing by both Partners.

No amendment or modification of any of the terms and conditions of this MOU shall be valid unless evidenced by a written agreement executed by the parties' respective authorized representatives. Any amendments and modification shall be attached to the original copy of this instrument.

X. FORCE MAJEURE

No Partner shall be liable to the other for the delay or non-performance of its obligations under this MOU arising from any cause or causes beyond its reasonable control, including, without limitation, any of the following: act of God, government act, war, fire, flood, explosion or civil commotion.

XI. ASSIGNMENT

The benefit of this MOU may not be assigned in whole or in part by a Partner without the prior written consent of the other.

XII. EFFECTIVITY DATE

This agreement shall take effect immediately upon signing hereof by all parties.

IN WITNESS WHEREOF, the undersigned duly appointed representatives of **NRC, VSU and ORMOC CITY** have, on behalf of **NRC, VSU and ORMOC CITY** hereby signed this Agreement on _____ day of _____, 2019 at _____, Philippines.

This Agreement shall take effect immediately upon execution thereof.

For NRC:

AMB. ROBERTO R. ROMULO
Chairman

ANTONIA YULO LOYZAGA
Executive Director
National Resilience Council

For VSU:

DR. EDGARDO E. TULIN
President
Visayas State University

For ORMOC CITY:

HON. RICHARD I. GOMEZ
Mayor

SIGNED IN THE PRESENCE OF:

National Resilience Council

By:

MARILOU G. ERNI
Executive Director
National Resilience Council

Visayas State University

By:

City of Ormoc
By:

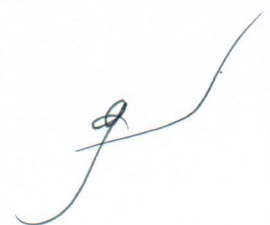
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____) Ss.

BEFORE ME, a Notary Public, this ____ day of _____, 2019 in the City of _____ personally appeared the following persons exhibiting to me their competent proof of identified indicated below:

NAME	GOV'T. ISSUED ID	ISSUANCE DETAILS
Amb. Roberto R. Romulo		
Mayor Richard I. Gomez		
Dr. Edgardo E. Tulin		



Antonia Yulo Loyzaga		
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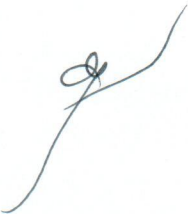
Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed and that of the institutions they respectively represent.

This instrument refers to Memorandum of Understanding consisting of ____ () pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND SEAL THIS _____

NOTARY PUBLIC

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Book No. _____
Series of _____



"Annex B"

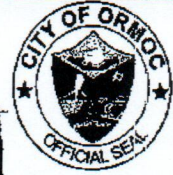
OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

10 August 2020

MAYOR RICHARD I. GOMEZ
Ormoc City

OFFICE OF THE CITY MAYOR
RECEIVED
DATE: 11 AUG 2020
TIME: 9:21
SIGNATURE: [Signature]



Thru: **MA. VICTORIA LYRA P. DELA CERNA**
City Gov't, Asst. Dept. Head I

Dear Ms. Dela Cerna:

This has reference to your letter dated July 28, 2020, requesting for review of the MOU which would establish collaboration and partnership between the VSU, the NRC and the City of Ormoc for a resilient and disaster ready community.

Having the collective responsibility to protect its people from unnecessary loss of life and property this collaboration will be able to give the people a sense of security and protection. As a City facing hazards and storms we will be able to easily bounce back in case a disaster hits the City. This collaboration will assess the readiness and improve resilient outcomes of the LGU and enhance the leadership and science competencies of our LGU officials, core resilience teams, like our very own CDRMO, and other pillar champions. The MOU also specifically aims to enhance science and technology-based leadership and governance competencies of LGUs to address the resilience challenges in our respective community.

After review of the standard draft MOA, the undersigned finds nothing legally objectionable therein. The same is not contrary to law, morals, public order or public policy much less detrimental to the best interest of LGU-Ormoc City.

Thus, we recommend that the draft MOA be endorsed to SP for the issuance of a Resolution granting the City Mayor the authority to enter into and sign the said agreement in behalf of LGU-Ormoc City pursuant Section 22 (c) in relation to Section 455 (b) 1 (vi) of R.A. No. 7160 (Local Government Code). It is further recommended that this MOU be forwarded and made known to appropriate agencies/offices, and to assign a Focal Person as provided in item IV (D) (e) of the MOU, to achieve better result and cooperation.

This comment/opinion is hereby being rendered based on the documents submitted without prejudice to contrary opinion from competent authorities or ruling of proper court.

For your consideration.

Most Respectfully,

ATTY. ANNE VERNADICE A. AREÑA
Attorney III

WITH CONFORMITY:

ATTY. JOSEPHINE A. MEJIA- ROMERO
City Legal Officer

New Ormoc City Hall, Aunubing St., Cogon, Ormoc City
(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com