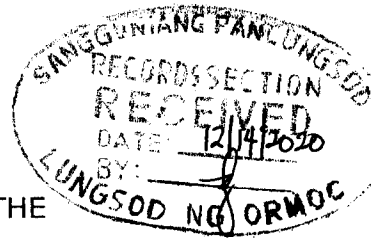


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 DECEMBER 09, 2020 IN LIEU
OF DECEMBER 08, 2020

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member
Roiland H. Villasencio,	SP Member, Majority Floor Leader
Tomas R. Serafica,	SP Member
Nolito M. Quilang,	SP Member, Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member
Jasper M. Lucero,	SP Member
Peter M. Rodriguez,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2020-396

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN THE
MEMORANDUM OF AGREEMENT (MOA) BY AND
BETWEEN THE PHILIPPINE ATMOSPHERIC,
GEOPHYSICAL, AND ASTRONOMICAL SERVICES
ADMINISTRATION (PAGASA) AND THE CITY
GOVERNMENT OF ORMOC IN LINE WITH THE
FORMER'S AIM TO DELIVER UP-TO-DATE WEATHER
AND CLIMATE FORECASTS.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated November 12, 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 Agreement (MOA) to be entered by and between the Philippine Atmospheric, Geophysical, and Astronomical Services Administration (PAGASA) and the City Government of Ormoc in line with the former's aim to deliver up to date weather and climate forecasts, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Opinion dated November 10, 2020, the City Legal Office finds the MOA nothing legally objectionable therein. The same is not contrary to law, morals, good customs, public policy, and public order much less detrimental to the best interests of the City, a copy of the Opinion is hereto attached as "ANNEX B" and made an integral part hereof;

WHEREAS, in a Communication dated October 12, 2020, the Department of Science and Technology-Philippine Atmospheric, Geophysical, and Astronomical Services Administration (DOST-PAGASA) informed the Office of the City Mayor that the City of Ormoc was selected for the Very Small Aperture Terminal (VSAT) End to End Communication Project which aims to improve the transfer of information to and from different meteorological and hydrological stations. The project will also establish coastal monitoring stations providing up-to-date coastal weather and sea information, a copy of the Communication is hereto attached as "ANNEX C" and made an integral part hereof;

WHEREAS, the DOST-PAGASA intends to establish Coastal Weather Monitoring Station at an area of 17.64 square meters more or less composed of High Definition (HD) camera system, solar power supply system, and VSAT transmission hub;

WHEREAS, PAGASA, pursuant to its mandate to provide accurate, timely and beneficial weather, climate and astronomical data and information, typhoon and flood warnings, and public weather/climate event forecasts and advisories for the Philippines, its adjacent waters and ocean areas, primarily for the protection of life and property and in support of economic productivity and sustainable development through specialized or customized products and services has signified its willingness to co-locate the Coastal Weather Monitoring Station at strategic area owned by the City of Ormoc;

WHEREAS, the City of Ormoc pursuant to RA 10121 or otherwise known as the Philippine Disaster Risk Reduction and Management Act of 2010 shall assist to build disaster resilience communities, and to institutionalize arrangements and measures for reducing disaster risks, including projected climate risks, and enhancing disaster preparedness and response capabilities at all levels;

WHEREAS, the City of Ormoc has signified its willingness to provide the necessary assistance and share its resources for the effective implementation of this project;

WHEREAS, the subject MOA clearly and plainly encapsulate the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same, and this Sanggunian, upon thorough review, finds that the same is entered into for the best interests of the City and its constituents, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Eusebio Gerardo S. Penserga, Chairman, Committee on Public Safety and Disaster Management and SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Esteban V. Laurente, Vincent L. Rama, Jasper M. Lucero, Tomas R. Serafica, Gregorio G. Yrastorza III, Lalaine A. Marcos, Joan Marbie C. Simbajon and Peter M. Rodriguez; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) BY AND BETWEEN THE PHILIPPINE ATMOSPHERIC, GEOPHYSICAL, AND ASTRONOMICAL SERVICES ADMINISTRATION (PAGASA) AND THE CITY GOVERNMENT OF ORMOC IN LINE WITH THE FORMER'S AIM TO DELIVER UP TO DATE WEATHER AND CLIMATE FORECASTS;

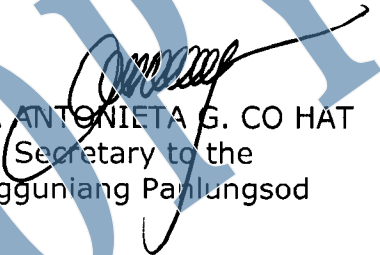
ADOPTED, December 09, 2020.

RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Agreement (MOA) be submitted 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. Josephine Mejia-Romero; DOST-PAGASA; the CDRRMO; the City Local Operations Officer-DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


MARIA ANTONIETA G. CO HAT
(Secretary to the
Sangguniang Panlungsod

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is entered into this ____ day of _____ 20__ at _____ Philippines by and between:

The **PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICES ADMINISTRATION (PAGASA)**, a national government agency duly organized and existing under Philippine Laws with principal office address at Science Garden Compound, BIR Road, East Triangle, Diliman, Quezon City, represented herein by **HON. VICENTE B. MALANO**, in his capacity as Administrator of the Philippine Atmospheric, Geophysical, and Astronomical Services Administration, herein referred to as the **"PAGASA-DOST"**.

-and-

The **CITY of ORMOC**, with office address at Ormoc City, Leyte represented herein by **HON. RICHARD I. GOMEZ**, in his capacity as the Mayor of the CITY of ORMOC, herein referred to as the **"CITY OF ORMOC"**.

WITNESSETH:

WHEREAS, the **PAGASA-DOST** intends to establish Coastal Weather Monitoring Station at an area of 17.64 square meters more or less will be located at the _____;

WHEREAS, the establishment of the Coastal Weather Monitoring Station was funded under the **"VSAT END TO END COMMUNICATION PROJECT"**, will primarily serve as a monitoring system for day to day coastal weather and prevailing state of the sea and an early warning for disaster mitigation in case of storm surges, tsunami and approaching inclement weather in the coast area in the locality of _____;

WHEREAS, the **PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICES ADMINISTRATION (PAGASA)**, pursuant to its mandate to provide accurate, timely and beneficial weather, climate and astronomical data and information, typhoon and flood warnings, and public weather/climate event forecasts and advisories for the Philippines, its adjacent waters and ocean areas, primarily for the protection of life and property and in support of economic productivity and sustainable development through specialized or customized products and services has signified its willingness to co-locate the Coastal Weather Monitoring Station at strategic area owned by the **CITY OF ORMOC**;

WHEREAS, the **CITY OF ORMOC** pursuant to R.A. 10121 shall assist to build disaster resilience communities, and to institutionalize arrangements and measures for reducing disaster risks, including projected climate risks, and enhancing disaster preparedness and response capabilities at all levels; has signified its willingness to provide the necessary assistance and share its resources for the effective implementation of this project;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein set forth, the parties hereby agree on the following:

I. SCOPE OF THE AGREEMENT

This Agreement covers the joint undertaking between the **PAGASA-DOST** and the **CITY OF ORMOC**, in the establishment and operation of Coastal Weather Monitoring Station.

It also includes all administrative matters relating to fund disbursement and accountability consistent with general government accounting rules and regulations.

II. LOCATION AND PHYSICAL DIMENSION OF THE COASTAL WEATHER MONITORING STATION

The Coastal Weather Monitoring Station shall occupy an area equivalent to 17.64 sq.m. (4.2 m x 4.2 m), located at the _____. The station is composed of high definition (HD) camera system, solar power supply system and VSAT transmission hub.

The **PAGASA-DOST** or its duly authorized representative shall coordinate with **CITY OF ORMOC** for the smooth implementation of the establishment of Coastal Weather Monitoring Station under the VSAT End to End Communication Project.

III. SPECIFIC OBLIGATIONS OF THE PARTIES

A. The PAGASA-DOST hereby agrees that it shall:

1. Provide **CITY OF ORMOC** with system specification details and other technical documents necessary for the implementation of the project;
2. Survey and verify the site for the exact location and establishment of the Coastal Weather Monitoring Station in accordance with the specifications set and in coordination with the **CITY OF ORMOC** or its duly authorized representative;
3. Install the Coastal Weather Monitoring Station and network peripherals including cabling works;
4. Supervise all phases of work such as, the installation of the HD Camera System, Solar Power Supply System, VSAT Transmission Hub and network peripherals including cabling works;
5. Supervise the operation of the Coastal Weather Monitoring Station and other facilities as well as undertake verification and quality control of all data proceeding from the station;
6. Train the assigned technical and DRRM staff of the **CITY OF ORMOC** on how the system can be used for local coastal weather monitoring and dissemination of warnings;
7. Furnish manuals and operational instructions for the system;
8. Conduct a periodic inspection and maintenance, repair and rehabilitation of all instruments and facilities of the Coastal Weather Monitoring Station at least on an annual basis or at any time, when immediate repair and maintenance of the instruments and facilities are needed.

B. The CITY OF ORMOC shall:

1. Provide a suitable and appropriate location or site for the installation of the Coastal Weather Monitoring Station and its components;

2. Designate a technical staff to monitor the health and status of the station and closely coordinate with the **PAGASA-DOST** contact person to physically maintain and technically check the operation and maintenance of the station systems;
3. Ensure the safety, security and protection of the Coastal Weather Monitoring Station and other equipment provided and installed within the City owned premises by **PAGASA-DOST** against any unlawful act of pilferage, vandalism, and the like;

IV. OWNERSHIP OF PROPERTY

Any equipment, instrument, funds, capital investments and the like contributed by either of the parties shall remain the property of the contributing party. Should either of the parties decide to terminate the Agreement, the disposition of all assets shall be decided upon by the parties to this Agreement.

V. EFFECTIVITY AND AMENDMENT

- a. This Agreement is effective upon the date of its signing by the parties and will be in force for a period of twenty-five (25) years without prejudice to its renewal for an equal or longer period as the contracting parties may mutually agree.
- b. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by both parties.

VI. TERMINATION

The Parties reserve the right to terminate this Agreement upon their mutual consent or when technical reasons or public safety so demand, in which case, the other party should be notified in writing of such action at least sixty (60) days prior to the actual date of termination of this Agreement.

VII. REPRESENTATION, WARRANTIES AND INDEMNITIES

The parties represent and warrant to each other that they respectively have full power, authority and legal right to execute and perform their obligations under this Agreement, that they have all necessary approvals, consents, authorization and other legal action for the due execution, delivery and performance of this Agreement, and that this Agreement constitutes their legal, valid and binding obligations enforceable in accordance with its terms.

Each party to the Agreement shall in no way be liable for the acts and default of the other party. Further, each party holds the other free and harmless from any claim of liability of any nature arising from the act or omission of the former in connection with the implementation of the Project.

The parties agree that no partnership or agency relationship exists between them. Neither party is authorized to act as agent or representative of the other to any contract, or incur any obligation or liability for the other party, or to commit the other party in any way to any such transaction or agreement which will give rise to any obligation or liability on its part.

The Parties warrant that neither they nor their representatives have offered any government officer any consideration or commission of this Agreement, nor have they or

their representatives exerted or utilized any corrupt or unlawful influence to secure or solicit this Agreement for any consideration of commission. Should any commission be paid to a private person, the parties shall disclose the name of the person and the amount being paid. Any material violation of this warranty shall constitute sufficient ground for cancellation of this Agreement, without prejudice to the filing of civil or criminal action under the Anti-Graft and Corrupt Practices Act and other applicable laws against the parties and/or their representatives.

VIII. MISCELLANEOUS

The terms of this Agreement shall be interpreted according to the laws of the Republic of the Philippines.

The entirety of this Agreement shall not be affected by the nullity of a provision. If any provision shall be held to be illegal or unenforceable, in whole or in part, such provision or part shall to that extent be doomed not to form part of this Agreement but the validity and enforceability of the rest of the Agreement shall not be affected.

IN WITNESS WHEREOF, the parties have been hereunto set their hands this ____ day of _____ 20__ in _____, Philippines

**PHILIPPINE ATMOSPHERIC,
GEOPHYSICAL AND ASTRONOMICAL
SERVICES ADMINISTRATION
(PAGASA-DOST)**

MUNICIPALITY OF BALUD

By:

By:

VICENTE B. MALANO, Ph.D.
Administrator

HON. RUBEN JUDE D. LIM
Mayor

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF) SS.

BEFORE ME, a Notary Public for and in the _____ this
_____ day of _____ 20__ personally appeared:

Name	Competent Evidence of Identity	Date Issued	Place Issued
VICENTE B. MALANO			
RICHARD I. GOMEZ			

both known to me to be the same persons who executed the foregoing **MEMORANDUM OF AGREEMENT** and they acknowledged to me that the same is their own, free and voluntary act and deed as well as that of the entity represented.

This instrument consists of five (5) pages including this page on which this Acknowledgment is written and has been duly signed by the parties and their witnesses.

WITNESS MY HAND AND SEAL this _____ at _____,
Philippines.

NOTARY PUBLIC
Doc. No. _____
Page No. _____
Book No. _____
Series of 2011

OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

10 November 2020



MA. VICTORIA LYRA P. DELA CERNA RRT, MBA-HA, MPA
City Govt. Asst. Dept Head I
City Mayor's Office
LGU – Ormoc City

Dear Ms. Dela Cerna:

This is in reference to your request for review of the standard draft MOA to be entered into by LGU-ORMOC and PAGASA in line with the latter's aim to deliver up to date weather and climate forecasts. The City is set to host one of PAGASA's coastal monitoring stations due to the City's suitable strategic location. The said project will provide coastal and sea/ocean status which shall aid PAGASA in the issuance of marine forecast and warnings. Considering the abrupt changes in our weather condition the project will also provide timely forecasts necessary to help vessels and fisher folks as they traverse the sea/ocean in the area.

This Office has reviewed the standard draft Memorandum of Agreement (MOA) and finds nothing legally objectionable therein. The same is not contrary to law, morals, good customs, public policy and public order much less detrimental to the best interest of the City.

It is then recommended for the draft MOA to be endorsed to the SP for the issuance of a Resolution granting the City Mayor the authority to enter into and sign the said agreement.

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.

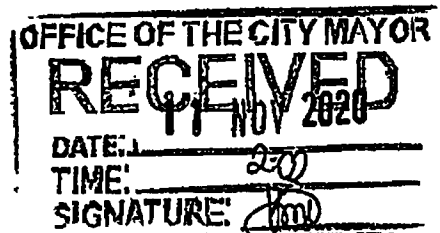
For your consideration.

Most Respectfully,

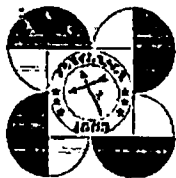

ATTY. ANNE VERNADICE A. AREÑA
Attorney III

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



Republic of the Philippines

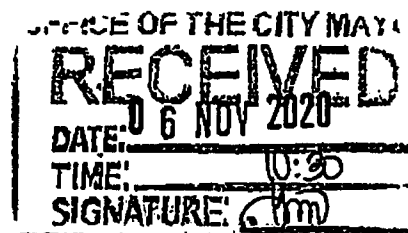
DEPARTMENT OF SCIENCE AND TECHNOLOGY

Philippine Atmospheric, Geophysical and Astronomical Services

Administration (PAGASA)

"Annex C"

12 October 2020



HON. RICHARD I. GOMEZ

City Mayor

City of Ormoc

Province of Leyte

Dear Mayor Gomez,

Hope this letter finds you well!

In line with PAGASA'S aim to deliver up to date weather and climate products, the project "VSAT End to End Communication Project" was established. The project aims to improve the transfer of information to and from our different meteorological and hydrological stations. The project will also establish coastal monitoring stations at different locations which will provide day to day coastal weather and prevailing state of the sea information of the selected sites.

In this regard, we would like to inform your good office that your city was selected to host one of our coastal monitoring station due to your strategic location. The station will provide valuable coastal and sea/ocean status that will aid PAGASA in the issuance of marine forecast and warnings in your area. The station will run on solar power and data will be transmitted through satellite system. All information can be accessed through a link from our official website <http://bagong.pagasa.dost.gov.ph/> under the name of your city.

Details of the proposed coastal monitoring station, draft Memorandum of Agreement (MOA) and webpage screenshots where the information will be posted are attached to this letter.

We are looking forward for your positive response regarding this matter.

Very truly yours,


VICENTE B. MALANO, Ph.D.
Administrator

CC: MDRMO, Chief Operating Officer

"tracking the sky...helping the country"

Science Garden Compound, BIR Road, Brgy. Central, Quezon City,
Metro Manila, Philippines 1100

Tel. No. (02) 8284-0800

Website: <http://bagong.pagasa.dost.gov.ph>