

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 27, 2021 IN LIEU OF  
DECEMBER 28, 2021

PRESENT:

Tomas R. Serafica,	(Temporary Presiding Officer)
Benjamin S. Pongos, Jr.,	SP Member, Presiding Officer "Pro-Tempore"
Eusebio Gerardo S. Penserga,	SP Member, Majority Floor Leader
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

ON LEAVE:

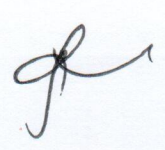
Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Roiland H. Villasencio,	SP Member, 1 <sup>st</sup> Asst. Majority Floor Leader
Nolito M. Quilang,	SP Member, 2nd Asst. Majority Floor Leader

**RESOLUTION NO. 2021-357**

**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) BY AND  
BETWEEN THE CITY GOVERNMENT OF ORMOC AND  
OSCAR M. LOPEZ CENTER FOR CLIMATE CHANGE  
ADAPTATION AND DISASTER RISK MANAGEMENT  
FOUNDATION, INC., FOR COOPERATION ON A  
CLIMATE CHANGE ADAPTATION PROJECT FOR  
ORMOC CITY.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated December 1, 2021 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) by and between the City Government of Ormoc and OSCAR M. LOPEZ Center for Climate Change Adaptation and Disaster Risk Management Foundation, Inc. for cooperation on a climate change adaptation project for Ormoc City, a copy of the MOU is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Annotation dated November 22, 2021, 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 interests of Ormoc City;





WHEREAS, OML Center aims to develop innovative solutions that mitigate the risks and manage the impacts of climate change and geo-hazards through networking, research and training, information and awareness campaigns, resource mobilization, and partnering with individuals, groups and agencies that share the same advocacies;

WHEREAS, the City of Ormoc is a first-class independent component city with 110 component barangays which are exposed to climate change hazards and impacts being situated at the usual track of typhoons;

WHEREAS, People's Survival Fund (PSF) as provided under RA 10174, otherwise known as the Climate Change Act of 2009, is a special fund in the National Treasury intended for local government units and accredited local/community organizations to implement climate change adaptation projects that will better equip vulnerable communities to deal with the impacts of climate change;

WHEREAS, the parties acknowledge the need to coordinate their efforts to facilitate the conceptualization and development of climate change adaptation projects in the context of Ormoc City's particular vulnerabilities to climate change;

WHEREAS, the subject MOU clearly and plainly encapsulates 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 for the purpose of identifying and implementing locally relevant climate change adaptation programs and projects, thereby, serving 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 Lalaine A. Marcos, Chairman, Committee on Environment, Natural Resources and Energy Conservation and SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws & Ordinances, severally seconded by SP Members Joan Marbie C. Simbajon, Esteban V. Laurente, Gregorio G. Yrastorza III, Peter M. Rodriguez, Jasper M. Lucero and Eusebio Gerardo S. Penserga; be it

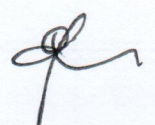
RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF UNDERSTANDING (MOU) BY AND BETWEEN THE CITY GOVERNMENT OF ORMOC AND OSCAR M. LOPEZ CENTER FOR CLIMATE CHANGE ADAPTATION AND DISASTER RISK MANAGEMENT FOUNDATION, INC. FOR COOPERATION ON A CLIMATE CHANGE ADAPTATION PROJECT FOR ORMOC CITY;

ADOPTED, December 27, 2021.

RESOLVED FURTHER, that a copy of the final and notarized MOU be submitted to this Sanggunian for its information and files;

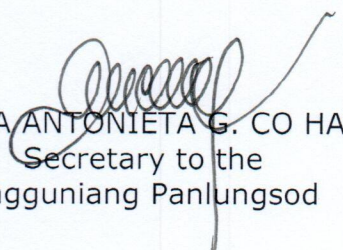
RESOLVED FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; CPDO; CDRMO; Oscar M. Lopez Center for Climate Change Adaption and Disaster Risk Management Foundation, Inc.; ENRO; the City Local Government Operation Operations Officer-DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

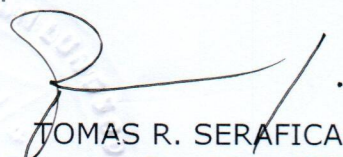




I HEREBY CERTIFY to the correctness of the above resolution.

  
MARIA ANTONIETA G. CO HAT  
Secretary to the  
Sangguniang Panlungsod

ATTESTED:

  
TOMAS R. SERAFICA  
(Temporary Presiding Officer)  
SP Member  
Presiding Officer "Pro-Tempore"



**MEMORANDUM OF UNDERSTANDING  
FOR COOPERATION ON A CLIMATE CHANGE ADAPTATION PROJECT FOR  
ORMOC CITY**

This Memorandum of Understanding ("**Understanding**") is made and entered into this 1st of October 2021 (the "**Execution Date**"), by and between:

**OSCAR M. LOPEZ CENTER FOR CLIMATE CHANGE ADAPTATION AND DISASTER RISK MANAGEMENT FOUNDATION, INC.**, a non-stock, non-profit organization duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at the 6<sup>th</sup> Floor, Tower 3, Rockwell Business Center, Ortigas Avenue, Barangay Ugong, Pasig City 1604, Philippines, represented herein by its Executive Director, Dr. Rodel D. Lasco, and hereinafter referred to as "**OML CENTER**";

and

The **CITY GOVERNMENT OF ORMOC**, a local government unit existing under Philippine law, with principal office at Aunubing St. Barangay Cogon, Ormoc City, Leyte, and hereinafter referred to as "**ORMOC**";

(**ORMOC** and **OML CENTER** are hereinafter individually referred to as "**Party**" or collectively as "**Parties**".)

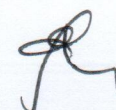
**WHEREAS**, **OML CENTER** aims to develop innovative solutions that mitigate the risks and manage the impacts of climate change and geo-hazards through networking, research and training, information and awareness campaigns, resource mobilization, and partnering with individuals, groups and agencies that share the same advocacies;

**WHEREAS**, **ORMOC** is a local government unit and a first-class independent component city in the Philippines with 110 component barangays which are exposed to climate change hazards and impacts being situated at the usual track of typhoons in the country;

**WHEREAS**, People's Survival Fund (PSF) as provided under Republic Act 10174 is a special fund in the National Treasury intended for local government units and accredited local/community organizations to implement climate change adaptation projects that will better equip vulnerable communities to deal with the impacts of climate change;

**WHEREAS**, the Parties acknowledge the need to coordinate their efforts to facilitate the conceptualization and development of climate change adaptation projects in the context of Ormoc City's particular vulnerabilities to climate change;

**NOW THEREFORE**, for and in consideration of the above premises and their mutual covenants hereinafter set forth, the Parties have agreed on the following terms and conditions:





## I. SCOPE AND OBJECTIVES

OML CENTER and ORMOC share the common objective of identifying and implementing locally relevant climate change adaptation programs and projects. In particular, both Parties seek to collaborate on co-developing a proposal to access the PSF (hereinafter, the "Project").

The Project shall have the following specific objectives:

- A. Enhance the LGU's knowledge of their risks and vulnerabilities to climate change;
- B. Deepen their understanding of climate adaptation towards identifying adaptation solutions that respond to their climate needs; and
- C. Assist the LGU in the preparation of a proposal for submission to the PSF.

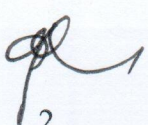
## II. TERM

This Agreement shall take effect from the Effective Date and shall continue to be in full force and effect until 31 March 2022 (the "Term") unless sooner terminated in accordance with Clause XIII or otherwise extended or renewed by the Parties in writing at least sixty (60) days prior to the expiration of the Term.

## III. ROLES OF EACH PARTY

The Parties to this Understanding shall strive to give their fullest cooperation to ensure the success of the cooperation. The roles of each of the parties are outlined below:

- a. Common responsibilities:
  - 1. Ensure attendance of its duly authorized representatives in all meetings called by either Party to discuss any matter related to the Project
  - 2. Adhere to the Schedule of Activities and Deliverables attached as Annex "A" to this Understanding.
- b. Responsibilities of OML CENTER:
  - 1. Conduct activities for the Project at its own expense and pursuant to the terms of this Understanding;
  - 2. Engage consultants, at its own expense, for the purpose of performing its obligations under this Understanding, including the following:
    - i. Researcher on PSF
    - ii. Technical expert on climate change adaptation
- c. Responsibilities of ORMOC:
  - 1. Formally designate a team that will work in providing assistance towards the implementation of the Project and its related activities;
  - 2. Ensure availability of relevant city officials to participate in the Project;
  - 3. Provide relevant data and information as needed by the Project; and
  - 4. Coordinate with all relevant local actors and stakeholders to the Project
- d. The Parties may agree, in writing, to further expand or limit their roles and responsibilities under this Understanding.





#### IV. COST

Each Party shall bear its own cost and expenses in the performance of its obligations under this Understanding. Nothing in this Understanding shall be construed as a commitment of funds by any of the Parties.

#### V. CONFIDENTIALITY

During the Term of this Understanding, either Party may come into possession or knowledge of certain confidential information or trade secrets of the other ("**Confidential Information**"). Confidential Information refers to any and all information (i) related to any Party or (ii) exchanged between the Parties pursuant to this Understanding, or obtained during the discussion, negotiation and/or implementation of this Understanding (regardless of whether or not such information is marked "confidential" or "proprietary").

Confidential Information does not include information to the extent that such information: (i) is or becomes available to the public through no fault of the receiving Party; (ii) was lawfully known to or possessed by the receiving Party prior to the date when the Confidential Information was first made available to the Receiving Party; (iii) was lawfully acquired by the receiving Party from a third party; or (iv) forms part of information which is independently acquired or developed by the receiving Party on its own without using the Confidential Information or otherwise violating its confidentiality obligations under this Understanding.

The Parties agree that any Confidential Information obtained during the course of this Agreement will remain and will be kept in confidence by the Parties hereto.

No Party shall disclose the Confidential Information of the other Party, without the prior written consent of such Party, except for such disclosures as may be required by existing law, rules, regulations or any court or administrative order.

In case any such press/media release or disclosure is required, each Party shall consult the other Party before making such disclosure. The Parties are, however, free to disclose such information to their legal, financial and other necessary advisers, provided that the parties shall secure, as far as practicable, their conformity to the confidentiality obligations herein. Both Parties shall also secure the conformity of their respective project personnel and consultants to the confidentiality obligations herein.

#### VI. INTELLECTUAL PROPERTY RIGHTS

Any pre-existing intellectual property rights shall remain with its existing owners throughout the duration of this Understanding and shall survive its expiration. Any sharing of intellectual property rights or joint ownership of outputs by both Parties shall be put in writing and executed through separate written agreements.

#### VII. DATA PRIVACY





Both Parties shall comply with all applicable data privacy laws and regulations in the Philippines, including the Data Privacy Act. Subject to securing the consent of the data subjects, it is understood that data subjects' personal information, ("**Personal Information**"), which may include Sensitive Personal Information (as defined under the Data Privacy Act) to be collected by either Party, may be shared and disclosed for the sole purpose of carrying out this Understanding. Both Parties are strictly prohibited from using and shall not use and process the Personal Information for purposes other than the foregoing.

Such Personal Information may be disclosed, shared or transferred through hard copies or via encrypted or password-protected electronic means. The Parties undertake to ensure the security of the Personal Information in transit or while being transmitted through the various channels authorized under this Understanding.

Further, both Parties shall establish reasonable and appropriate safeguards and security measures to ensure the confidentiality, integrity and security of the Personal Information shared or disclosed. Both Parties shall be responsible in preventing the unauthorized access and use of such Personal Information in its custody. Both Parties are likewise prohibited from further sharing or disclosing the Personal Information to any unauthorized party, including their affiliates, without the prior written consent of the data subject and the other Party.

Both Parties shall implement and maintain a security program in accordance with industry standards, which shall include security measures intended to protect the Personal Information against accidental or unlawful destruction, alteration, disclosure or unauthorized or unlawful processing.

For the purposes of this Article VI, the term "Data Privacy Act" means, collectively, Republic Act No. 10173 and its implementing rules and regulations, and issuances of the National Privacy Commission, as these may be amended or re-enacted with or without modification.

## VIII. WARRANTIES AND REPRESENTATIONS

Each of the Parties represent and warrant that as of the Effective Date:

- 1.1. it has the capacity, power, and requisite authorization to enter into this Understanding;
- 1.2. this Understanding, when executed, constitutes a valid and binding obligation on the Parties and shall be enforceable between them in accordance with its terms;
- 1.3. it will strictly comply with their respective obligations hereunder and neither Party shall impose obligations that will cause the other Party to incur expenses unless agreed in writing; and
- 1.4. it will perform its obligations with reasonable skill, care and diligence in accordance with accepted professional, engineering, and consulting standards



and best industry practices existing at the date of performance of its obligations under this Understanding.

## IX. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall or is intended to create or constitute, or shall be construed as constituting or evidencing any employer-employee, agency or partnership or joint venture relationship between the Parties, and/or their respective officers, employees, agent or representations, for any purpose. No Party shall hold itself out contrary to the terms of this Understanding and, each Party and/or its employees may not bind any other Party to any obligation or contract

## X. INDEMNITIES

Each Party shall be responsible for any liability by reason of employment of their respective hired consultants, personnel, or employee for the Project.

Each Party shall indemnify and hold the other Party, its officers, agents, directors, stockholders, trustees, members, and employees free and harmless from and against any and all claims for damages, liabilities, costs, and expenses, including attorney's fees, by third parties, resulting from the indemnifying Party's breach of the warranties, representations, and/or obligations contained in this Understanding.

## XI. ASSUMPTION OF RISK

Unless otherwise expressly provided in this Understanding, each Party shall assume all risks and hazards encountered in the performance of its obligations and shall be solely responsible for, and shall guarantee to hold the other Party free and harmless from all injuries, including deaths, of person and all loss or damage to property which may directly result from the performance of its obligations under this Understanding. The Parties shall not be held liable for incident(s) that may occur through no fault on the part of such Party or by reason of a Force Majeure Event (as hereinafter defined).

## XII. FORCE MAJEURE

**Force Majeure** or **"Force Majeure Event"** refers to an event or a circumstance which cannot be foreseen or even though foreseen is beyond the reasonable control of a Party or is unavoidable despite the exercise of due diligence, the cause of which event is not due to the fault of a Party, and which wholly or partially prevents or delays such Party from performing and fulfilling its obligations under this Agreement.

Except when otherwise expressly provided by law or stated in this Understanding, no failure or omission to carry out or observe any of the terms, provisions or conditions of this Understanding shall give rise to any claim by any Party against the other or deemed to be in breach or default of this Agreement, if the same shall be caused by or due to Force Majeure.

Force Majeure Events may include, without limitation, the following: any war, declared or not; hostilities; blockade; embargo; revolution; insurrection; riot; public disorder,



political violence or acts of sabotage or terrorism; export or import restrictions; closing of harbors, docks, canals or other assistance to or adjuncts of shipping or navigation of or within any place; rationing or allocation, whether imposed by law, decree, or regulation by, or compliance of industry at the insistence of any government authority, in each of the above cases; fire; severe flood; drought; earthquake; volcanic eruption; storm; storm surge; lightning; tide (other than normal tide); tsunami; air crash; discovery of any archaeological finds on the Project area; discovery of any hazardous materials on the Project area; nuclear contamination; pandemic; quarantine; any instance analogous to the foregoing, or any event, matter or thing, wherever occurring.

Upon the occurrence of any Force Majeure Event, the affected Party shall continue to be responsible for performing such of its obligations as are still possible to be performed, whether wholly or partially. Irrespective of the occurrence of a Force Majeure Event, the affected Party shall exercise ordinary diligence, to the extent feasible, to ensure the continuation and safety of the Project, its deliverables, and its users.

### **XIII. TERMINATION**

The Parties shall strictly adhere to the terms and conditions of this Agreement. Any material violation or breach of obligations under this Agreement shall be a valid ground for the termination of this Understanding. The non-defaulting Party may terminate this Understanding, by giving notice of termination to the other Party within thirty (30) days prior to its intended date of termination.

### **XIV. COUNTERPARTS; ELECTRONIC SIGNATURES**

This Understanding may be executed in two or more counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement. This Understanding may be executed via a recognized electronic signature service or may be signed, scanned and emailed, and any such signatures shall be treated as original signatures for all applicable purposes.

### **XV. GENERAL PROVISION**

- a. This Understanding shall be binding upon and shall be enforceable against the Parties herein and their respective assigns. It is hereby understood that no Party shall have the right to transfer its respective rights and/or obligations hereunder without the prior written consent of the other Party.
- b. A Party's agent, employee or representative is not and shall not be considered to be the agent, representative or employee of the other Party. Any statement, representation or commitment entered into by one Party or any of its agents, employees or representatives shall not bind the other Party unless expressly authorized by such Party.
- c. Except as otherwise stated, this Understanding shall be binding upon and shall be enforceable against the Parties herein and their respective assigns. It is hereby understood that no Party shall have the right to transfer its respective



rights and/or obligations hereunder without the prior written consent of the other Party.

- d. In the event that any one or more of the provisions of this Understanding are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Understanding, which shall remain in full force and effect.
- e. This Understanding shall be governed by the laws and regulations of the Republic of the Philippines.
- f. If any dispute, controversy, claim, or difference of any kind whatsoever shall arise between the Parties in connection with this Understanding is not settled by mutual discussions, all actions or claims in connection with this Understanding shall be brought exclusively before the proper courts of the City of Pasig to the exclusion of all other venues.

**IN WITNESS WHEREOF**, the authorized representatives of the Parties have hereunto affixed their signatures on the date and place above mentioned.

For the:  
**LOCAL GOVERNMENT UNIT OF  
ORMOC CITY**

**RICHARD I. GOMEZ**  
Ormoc City Mayor

For the:  
**OSCAR M. LOPEZ CENTER FOR  
CLIMATE CHANGE ADAPTATION AND  
DISASTER RISK MANAGEMENT  
FOUNDATION, INC.**

**RODEL D. LASCO**  
Executive Director

Witnesses:

**ENGR. RAOUL E. CAM**  
City Planning and Devt. Coordinator

**PERPILILI A. TIONGSON**  
Associate Director

