



REPUBLIC OF THE PHILIPPINES  
PROVINCE OF GUIMARAS  
**OFFICE OF THE 8<sup>TH</sup> SANGGUNIANG PANLALAWIGAN**  
San Miguel, Jordan, Guimaras



EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE  
8<sup>TH</sup> SANGGUNIANG PANLALAWIGAN, PROVINCE OF GUIMARAS HELD AT THE SP  
SESSION HALL, PROVINCIAL CAPITOL ON OCTOBER 9, 2018

**PRESENT:**

Hon. Cyril C. Beltran	-	SP Member and Majority Floor Leader
Hon David G. Gano	-	SP Member and Deputy Majority Floor Leader
Hon. Cresente P. Chavez, Jr.	-	SP Member
Hon. Diosdado G. Gonzaga	-	SP Member
Hon. Josefina G. de la Cruz	-	SP Member (Temporary Presiding Officer)
Hon. Rex G. Fernandez	-	SP Member
Hon. Aurelio G. Tionado	-	SP Member
Hon. Dan Elby C. Habaña	-	SP Member
Hon. Ma. Sheila G. Gange	-	Ex-Officio Board Member (PCL Federation President)
Hon. Karren Kaye A. Gadnanan-	-	Ex-Officio Board Member (SK Federation President)
Hon. Marilou S. Delumpa	-	Ex-Officio Board Member (Liga ng mga Barangay President)

**OFFICIAL BUSINESS:**

Atty. John Edward G. Gando - Vice Governor

**RESOLUTION NO. 231**

**RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, MD, MPH TO SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT OF GUIMARAS THE MEMORANDUM OF AGREEMENT WITH THE NATIONAL MAPPING AND RESOURCE INFORMATION AUTHORITY (NAMRIA) INVOLVING THE PROVISION OF THE FINAL OUTPUT OF NAMRIA PROJECTS FOR THIS PROVINCE**

WHEREAS, the National Mapping and Resource Information Authority (NAMRIA) shall be providing the province complementary copies of One CD consisting Inundation Map (IM) of Coastal Low-Lying Areas (shapes files and jpeg format); one Assessment (CRMA) (shape files and jpeg format); one CD consisting of 2015 Land Cover Map (LCM) (shape files and jpeg format); and printed maps of IM, LCM and CRM;

WHEREAS, the Honorable Governor, has requested for an authority to sign for and in behalf of the Provincial Government of Guimaras the Memorandum of Understanding with NAMRIA involving the provision of the final output of NAMRIA projects for this province;

WHEREAS, this Honorable Body finds the request to be in order, thus interposing no objection on such request, subject to the terms, conditions and stipulations of the draft Memorandum of Understanding presented before it;

NOW THEREFORE, on motion of Honorable Cyril C. Beltran, duly seconded by Honorable Rex G. Fernandez and Honorable Aurelio G. Tionado;

THE 8TH SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

**CONTACT US: —**



+63920 981 5602



ospguimaras@gmail.com



ProvinceofGuimaras



RESOLVED, to authorize Gov. Samuel T. Gumarin, MD, MPH to sign for and in behalf of the Provincial Government of Guimaras, the following:

### **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 Bonifacio, Taguig City, Metro Manila, Philippines as herein represented by Usec. Peter N. Tiangco, PhD, hereinafter referred to as the First Party.

and

The Governor Guimaras with principal office at Provincial Capitol, Jordan, Guimaras as herein represented by Gov. Samuel T. Gumarin, MD, MPH herein after 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 is identified as one of the beneficiaries of the project implemented by the First Party;

Whereas, the First Party, recognizes the needs of the Second Party in undertaking its programs and projects;

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 complimentary copies of the following product:

- a. One (1) CD consisting of Inundation Map (IM) of Coastal Low-Lying Areas (shape files & jpeg format).
- b. One (1) CD consisting of Coastal Resource Mapping and Assessment (CRMA) (shape files & jpeg format)
- c. One (1) CD consisting of 2015 Land Cover Map (LCM) (shape files & jpeg format)

1.0 The Second Party shall solely utilize the product for the following purpose:  
As reference in undertaking programs and projects of the province.

## 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

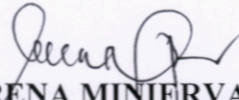
4.0 Products covered by this Understanding, whether in analog or digital format shall not be reproduced, sold or used by the Second Party for any other purpose except those specified in this Understanding. Any violation of this provision shall be subjected to penalty according to applicable law/s.

## Article IV – Miscellaneous Provisions

5.0 The First Party shall be properly cited by the Second Party where the data/products were used.

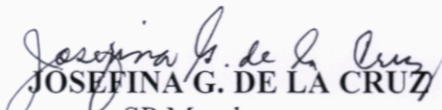
APPROVED: October 9, 2018.

I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 8<sup>th</sup> Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on October 9, 2018.



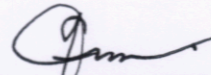
**LORENA MINIERVA-ITUCAS**  
Secretary to the Sangguniang Panlalawigan

Attested:



**JOSEFINA G. DE LA CRUZ**  
SP Member  
Temporary Presiding Officer

Approved:



**SAMUEL T. GUMARIN, MD, MPH**  
Governor