

REPUBLICA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC

RECEIVED
DATE: 24 APR 2019

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 APRIL 22, 2019



PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Vincent L. Rama,	SP Member, Majority Floor Leader
Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
Tomas R. Serafica,	SP Member, Asst. Majority Floor Leader
Benjamin S. Pongos, Jr.,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
Gregorio G. Yrastorza III,	SP Member
Nolito M. Quilang,	SP Member
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc
Jasper C. Yerro,	Ex-Officio SP Member, Chapter President, Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON LEAVE:

John Eulalio Nepomuceno O. Aparis II,	SP Member
Lea Doris C. Villar,	Minority Floor Leader
	SP Member, Asst. Minority Floor Leader

PREFATORY STATEMENT

WHEREAS, the Sangguniang Panlungsod was in receipt of an Endorsement Letter from the City Mayor's Office dated April 1, 2019 respectfully endorsing the request of the City Agriculturist, Ms. Maria Elena A. Mendoza, for the Reversion of Funds in the total amount of ONE MILLION SEVEN HUNDRED SIXTEEN THOUSAND FIVE HUNDRED NINETEEN PHILIPPINE PESOS AND 95/100 (PHP1,716,519.95) from the Continuing Appropriation of the City Agriculture Office (CAO), as follows, to wit:

FROM:	
Agriculture and Forestry Equipment - 2016	PHP 650,000.00
Agriculture and Forestry Equipment - 2017	531,156.00
Other Machinery and Equipment - 2017	300,000.00
Other Machinery and Equipment - 2018	235,363.95

Total	PHP1,716,519.95
	=====
TO:	
MOOE:	
Other Maintenance & Operating Expenses	PHP 285,160.00
Capital Outlay:	
Building (Const. of Consolidation and Depulping Center)	931,359.95
Motor Vehicles (Delivery and Hauling Truck)	500,000.00
Total	-----
	PHP1,716,519.95
	=====

WHEREAS, the requested amount for reversion to be taken from the various Continuing Appropriations of the City Agriculture Office in the total amount of ONE MILLION SEVEN HUNDRED SIXTEEN THOUSAND FIVE HUNDRED NINETEEN PHILIPPINE PESOS and 95/100 (PHP1,716,519.95) shall serve as the Local Government Unit of Ormoc's (LGU-Ormoc) share or counterpart fund for the implementation of the Philippine Rural Development Project (PRDP);

WHEREAS, to recall, on January 24, 2019, this Sanggunian passed Resolution No. 2019-017, entitled: *"AN OMNIBUS RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR HIS REPRESENTATIVE TO ENTER INTO AND SIGN THE FOLLOWING: (1) IMPLEMENTATION MANAGEMENT AGREEMENT (IMA) BY AND AMONG THE DEPARTMENT OF AGRICULTURE (DA), THE PHILIPPINE RURAL DEVELOPMENT PROJECT - REGIONAL PROJECT COORDINATION OFFICE (PRDP-RPCO 8) AND THE LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU-ORMOC) AND (2) THE ENTERPRISE INVESTMENT AGREEMENT (EIA) BETWEEN THE LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU-ORMOC) AND THE ORMOC CITY JACKFRUIT PRODUCERS ASSOCIATION (OCJPA) AND OTHER SUBSEQUENT AGREEMENTS RELATIVE TO THE PRDP-RPCO 8 JACKFRUIT SUBPROJECT"*;

WHEREAS, as laid down in the letter request of Ms. Mendoza, the total project cost is EIGHT MILLION FIVE HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED NINETY-NINE PHILIPPINE PESOS AND 73/100 (PHP8,582,599.73), and twenty percent (20%) thereof or ONE MILLION SEVEN HUNDRED SIXTEEN THOUSAND FIVE HUNDRED NINETEEN PHILIPPINE PESOS and 95/100 (PHP1,716,519.95) of which shall be funded by LGU-Ormoc as provided in Par. c, Sec. 2 of the Memorandum of Agreement (MOA) entered into by the Department of Agriculture and the City Government of Ormoc, a copy of said MOA is attached hereto as Annex "A" and made an integral part hereof;

WHEREAS, LBP Form No. 8, Statement of Funding Sources for FY 2019 was issued and signed by the OIC-City Treasurer and City Accountant, indicating therein that the amount of ONE MILLION SEVEN HUNDRED SIXTEEN THOUSAND FIVE HUNDRED NINETEEN PHILIPPINE PESOS and 95/100 (PHP1,716,519.95) shall be taken from reversion of the Continuing Appropriations of the CAO, a copy of said form is attached hereto as Annex "B" and made an integral part hereof;

WHEREAS, LBP Form No. 9, Statement of Supplemental Appropriation CY 2019, was issued and signed by the City Budget Officer, and approved by the City Mayor, indicating therein the Particulars/Purpose of Reversion, the Objects of Expenditure and the total amount involved, among others, a copy of said form is attached hereto as Annex "C" and made an integral part hereof;

WHEREAS, the OIC-City Treasurer and the City Budget Officer issued a certification dated March 22, 2019 stating therein that the amount of ONE MILLION SEVEN HUNDRED SIXTEEN THOUSAND FIVE HUNDRED NINETEEN PHILIPPINE PESOS and 95/100 (PHP1,716,519.95) to be taken from various Continuing Appropriation accounts of the City Agriculture Office is available for reversion, and that the same certification is attested to by the City Mayor, a copy of said certification is attached hereto as Annex "D" and made an integral part hereof;

WHEREAS, the endorsed request of the City Agriculture Office, is found to be justified and reasonable as the amount requested for reversion is geared towards the implementation of the Philippine Rural Development Project (PRDP) is greatly beneficial to the City and its inhabitants by increasing rural incomes and enhancing farm and fishery productivity;

WHEREFORE, FOREGOING PREMISES CONSIDERED, on motion of SP Member Benjamin S. Pongos, Jr., Vice-Chairman, Committee on Finance & Appropriation, severally seconded by SP Members Tomas R. Serafica, Gregorio G. Yrastorza III, Nolito M. Quilang, Esteban V. Laurente and Jasper C. Yerro; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to enact:

APPROPRIATION ORDINANCE NO. 006
Series of 2019

AN ORDINANCE REVERTING AND APPROPRIATING THE AMOUNT OF ONE MILLION SEVEN HUNDRED SIXTEEN THOUSAND FIVE HUNDRED NINETEEN PHILIPPINE PESOS and 95/100 (PHP1,716,519.95) AS LGU-ORMOC COUNTERPART FUNDS FOR THE IMPLEMENTATION OF THE PHILIPPINE RURAL DEVELOPMENT PROJECT (PRDP) TO BE TAKEN FROM THE REVERSION OF THE VARIOUS CONTINUING APPROPRIATION ACCOUNTS OF THE CITY AGRICULTURE OFFICE, TO WIT:

FROM:

AGRICULTURE & FORESTRY EQUIPMENT - 2016	PHP 650,000.00
AGRICULTURE & FORESTRY EQUIPMENT - 2017	531,156.00
OTHER MACHINERY & EQUIPMENT - 2017	300,000.00
OTHER MACHINERY & EQUIPMENT - 2018	235,363.95
TOTAL	PHP 1,716,519.95

TO:

MAINTENANCE & OTHER OPERATING EXPENSES (MOOE):	
OTHER MAINTENANCE & OPERATING EXPENSES	PHP 285,160.00
CAPITAL OUTLAY:	
BUILDING (CONST. OF CONSOLIDATION & DEPULPING CENTER)	931,359.95
MOTOR VEHICLES (DELIVERY AND HAULING TRUCK)	500,000.00
TOTAL	PHP1,716,519.95

BE IT ENACTED, by the Fourteenth Sangguniang Panlungsod of Ormoc in Regular Session assembled, that:

SECTION 1. CY 2019 GENERAL FUND SUPPLEMENTAL BUDGET. The amount of ONE MILLION SEVEN HUNDRED SIXTEEN THOUSAND FIVE HUNDRED NINETEEN PHILIPPINE PESOS AND 95/100 (PHP1,716,519.95) from various Continuing Appropriation accounts of the City Agriculture Office is hereby reverted and appropriated for purposes abovementioned.

SECTION 2. EFFECTIVITY. This Appropriation Ordinance shall take effect immediately upon its approval.

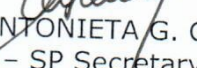
RESOLVED, FURTHER, that sufficient copies of this Appropriation Ordinance, together with all supporting documents thereof, be submitted to the Honorable Secretary of Department of Budget and Management, Manila, through the City Budget Officer of Ormoc and the Regional Director, Department of Budget & Management, Tacloban City, for review purposes;

ENACTED, April 22, 2019.

RESOLVED, FURTHERMORE, to furnish copies of this Appropriation Ordinance, one each to the City Mayor Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine M. Romero; City Agriculturist, Ms. Maria Elena A. Mendoza; the City Budget Officer; the City Accountant; the OIC-City Treasurer; the City Auditor; the City Local Government Operations Officer, DILG; and other offices concerned;

CARRIED UNANIMOUSLY.


I HEREBY CERTIFY that the foregoing Appropriation Ordinance No. 006 series of 2019 which approved the General Fund Supplemental Budget of Ormoc City for CY 2019 was duly enacted by the Fourteenth Sangguniang Panlungsod ng Ormoc in its regular session.


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

ATTESTED:


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

APPROVED:


RICHARD I. GOMEZ
City Mayor

APR 26 2019

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS,

This MEMORANDUM OF AGREEMENT, entered into by:

The **DEPARTMENT OF AGRICULTURE**, a government office created under the laws of the Republic of the Philippines, with office address at Elliptical Road, Diliman, Quezon City, represented herein by its Secretary, Honorable **EMMANUEL F. PIÑA**, referred to as the **DA**;

- and -

The **CITY GOVERNMENT OF ORMOG**, a local government unit created under the law of the Republic of the Philippines, with office address at New Ormog City Hall, Anubing Street, Ormog City, represented herein by its Mayor, Honorable **RICHARD A. GOMEZ**, hereinafter referred to as the **CG ORMOG**.

WITNESSETH:

WHEREAS, the Philippine Rural Development Project (PRDP) is a poverty-reduction and agriculture and fisheries development program of the Department of Agriculture (DA) that aims to increase rural incomes and enhance farm and fishery productivity in the targeted areas in the Philippines;

WHEREAS, the PRDP is jointly funded by the national government, local government units (LGUs), beneficiaries and the International Bank for Reconstruction and Development (IBRD);

WHEREAS, the DA has implemented a Adaptable Program Loan (APL) for the Mindanao Rural Development Project (MRDP) conducted from 2009 to 2012 initiated approaches and processes in engaging rural communities, local government units (LGUs), and national government agencies in planning, designing and implementing rural development projects;

WHEREAS, said APL triggered improvements in incomes and food security of households through better-targeted and sustainable agriculture and fisheries-related rural development and marine biodiversity conservation projects as well as enhanced LGU institutional, technical, management and financial capabilities and systems;

WHEREAS, the DA has designed PRDP as one of the platforms for achieving the Philippine Government's Millennium Development Goal for sustainable development;

WHEREAS, the Government of the Philippines (GOP) has obtained a loan from the IBRD-World Bank (Bank), specifically by virtue of a Loan Agreement covering Loan No. 8421-PH (Loan Agreement), amounting to U.S. Dollar FIVE HUNDRED ONE MILLION TWO HUNDRED FIFTY THOUSAND ONLY (\$501,250,000) for the purpose of part-financing the PRDP to support the Government's effort to reduce poverty among the rural communities in the eighty-one (81) provinces in the country;

WHEREAS, the Local Government Code of 1991 extends genuine and meaningful local autonomy to the LGUs to enable them to attain their fullest development as self-reliant communities and to make them more effective partners in the attainment of national goals;

WHEREAS, the Local Government Code of 1991 devolves to the LGUs the then-essentially DA function of providing agricultural support services, agricultural extension and on-site research services and facilities to agricultural areas and stakeholders;

WHEREAS, the CG ORMOC has manifested its interest to participate in the Project, and forwarded to the DA documentary requirements for its proposed Sub-project/s;

WHEREAS, initial evaluation indicates that the CG ORMOC has priority program involving agri-fishery development in consonance with the Agriculture and Fisheries Modernization Plan (AFMP);

WHEREAS, pursuant to the strategic design of the different components of the Project, pertinent preliminary interventions need to be undertaken to enable CG ORMOC participation in PRDP as direct implementer of Sub-Projects within their respective jurisdiction - specifically of such Sub-Projects under the components of Value Chain Infrastructure Support (component 2.1) and Rural Agri-Fishery Enterprise and Productivity Enhancement (component 3.1);

WHEREAS, Mayor RICHARD I. GOMEZ, through Sangguniang Panlungsod Resolution No. 2116-Q86, Series of 2016, of Sangguniang Panlungsod of Ormoc (hereto attached as Annex 'A') has been authorized to enter, sign and execute this MOA and bind the CG ORMOC to the provisions hereof;

NOW THEREFORE, for and in consideration of the foregoing premises, the DA and the CG ORMOC hereby agree as follows:

Section 1. Objectives. The objectives of the Memorandum of Agreement are:

- 1.1 To establish the general engagement by and between the parties under PRDP and to institutionalize overall partnership between the DA and the CG ORMOC in the integrated delivery of devolved agriculture and fishery services and in improving LGU resource management, including governance systems and mechanism;
- 1.2 To provide for the overall pre-implementation or preliminary/preparatory technical support and coordination interventions by the DA, which are meant to capacitate the CG ORMOC to fulfill pertinent conditions or requirements for the approval of its proposed Sub-Projects and, if ever, to enable them to effectively and efficiently implement the same; and to prescribe the terms and conditions including the respective roles and responsibilities of the parties relative to said interventions;
- 1.3 To lay down the most fundamental roles and responsibilities of the DA, on the one hand, and the partner CG ORMOC, on the other, in the event that proposed Sub-Projects are approved for implementation;

In view of the above objective, this MOA shall not be construed as an assurance of approval of the Sub-Project Proposals as the same shall be subject to the process of evaluation, applying the rules and procedures governing project and partner eligibility and the weight or merit of the proposed project applying the criteria for prioritization and approval, among others, as established under the PRDP Operations Manuals.

Section 2. Scope of Agreement. -- This Agreement covers the overall terms of partnership between the DA as the executing agency of the PRDP and the CG ORMOC under PRDP components, as described below, and the initial interventions of the DA for the CG ORMOC in line with the intended implementation of pertinent Sub-Projects under said components:

a. **Component 1: Local and National Level Planning**

Sub-component 1.2 (Supporting ARIFF Implementation). -- This covers the provision of And technical assistance, studies, trainings, workshops and related activities that will help in the design of coordinated systems of technical support for the value chains and subprojects prioritized in the Provincial Commodity Investment Plans (PCIPs). The key intermediate results would be the approved program agreements for PCIP technical support between the DA-REOs and Project Support Offices (PSOs) and/or departmental technical agencies, as well as the evaluation of best practices for wider application on approaches for providing integrated technical support to small-scale producers following the commodity value-chain approach.

b. **Component 2: Infrastructure Development**

Sub Component 2.1 (Value Chain Infrastructure Support (Civil Works)) -- This relates to the carrying out of specific Sub-projects to support infrastructure development by participating LGUs in commodity value chains. Support would be provided for a flexible menu of investments including, among others, farm-to-market roads, bridges, tire tracks, communal irrigation, potable water systems, post-harvest facilities, production facilities, fish landing, fish sanctuaries, tram lines, cold storage facilities, trading posts, green houses, solar driers, watch towers, nurseries and storm stabilization works. Cost sharing between the DA and the concerned LGU would be on a 50:50 basis.

c. **Component 3: Enterprise Development**

3.1. Sub-Component 3.1: Rural Agri-Fishery Enterprises and Productivity Enhancement (Enterprise Development)

3.1.1. Carrying out of specific Sub-projects to support vertical and horizontal integration, joint business planning and investments by producer groups, or support operating within priority commodity value chains; (b) Promotion of biodiversity conservation and coastal resource co-management arrangements as well as carrying out sustainable income-generating livelihood activities.

Cost sharing would be shared by the DA and provincial LGUs (PLGUs) on 80:20 basis. PLGUs would assist proponents groups through capital investments, facilities, inputs or technical assistance, with proponent groups contributing an amount equal to at least 20% (in cash or in kind) of the incremental enterprise cost. The lead proponent group must be an organized producer group or a small-scale or medium-scale enterprise, and be responsible for development and Operation and Maintenance of the proposed investments.

Criteria for lead proponent selection would be: (a) accessibility to proponent group members; (b) broad network within the commodity sector; (c) access to resources; and (d) a proven track record in managing an organization.

The Global Environment Facility (GEF) support will be catalytic in terms of ensuring biodiversity conservation and coastal resources co-management arrangements are included in the determination of interventions needed to support commodity value chains. The types of activities supported at each GEF target site will be adaptable based on regional and local needs. Specific activities will be selected at the site level based on information generated by the Value Chain Analysis (VCA), Participatory Resource Assessment Resource and Social Assessment (PRA-RSA), and GEF Tracking Tools.

Component 3.2: Technology and Information for Enterprise and Market Development (Enterprise Support Fund)

This covers the provision of technical assistance to producers to increase their productivity and incomes through improved and sustainable technological, operational and market knowledge and facilitation of market linkages.

This would complement the enterprise Sub-project development under Component 3.1 through technical assistance including support to GEF-funded activities. A particular focus would be on facilitating vertical integration and trade facilitation. New and sustainable technologies and approaches would be introduced in collaboration with other government agencies, the International Rice Research Institute (IRRI) and State Universities and Colleges (SUCs) or private organizations (including private colleges/universities). Technical assistance requirements would be determined as part of the annual PCIP process and would be provided by DA agencies or contracted by the Province with private service providers based on available expertise.

Section 3. Duties and Responsibilities of the DA. -- The DA, through the Regional Project Coordination Offices (RPCOs) in its Regional Field Offices (RFOs), the Project Support Offices (PSOs) of PRDP, or the National Project Coordination Office (NPCO), shall have the following duties and responsibilities:

a. **Preliminary /Preparatory Stage.** -- Prior to making any Infrastructure Development Grant or Enterprise Development grant to an LGU, the DA, following pertinent requirements and procedures in the PRDP Operations Manuals, shall:

1. Ensure that the CG ORMOC has the organization, management and resources satisfactory to the Bank for carrying out proposed Sub-projects;
2. Conduct Value Chain Analyses (VCA) or validate existing VCA studies of pertinent priority commodities identified by the CG ORMOC. The VCAs serve as anchor for a more objective identification of interventions under the Project's Infrastructure Development and Enterprise Development components, which will be specifically identified in the Provincial Commodity Investment Plan (PCIP), for the development or enhancement of priority commodities;
3. Provide the CG ORMOC with technical support and capacity building in the planning and preparation of documentary requirements necessary for the approval of proposed Sub-Projects and, if ever, their effective and efficient implementation as well as sustainability. The said requirements include the Provincial Commodity Investment Plan (PCIP) and Feasibility Studies (FS), Detailed Engineering Designs (DED), Business Plans (BP) and other documents. Provided that only such infrastructure or enterprise development Sub-projects are found supportive of priority commodities identified in the PCIP;
4. Evaluate and act upon (approve/ disapprove) the Sub-Project Proposals of the CG ORMOC;
5. Facilitate the carrying out and financing approved Sub-Projects under Sub-components 2.1 and 3.1, make available to the CG ORMOC, on a grant basis, part of the proceeds of the Loan for (to comprise the share of the PRDP in) the pertinent Infrastructure Support or Enterprise Development project/s, on terms and conditions acceptable to the DA and as set forth in the PRDP Operations Manuals and Guidelines.

for this purpose, the DA, on the one hand, and the CG ORMOC, on the other, shall negotiate, conclude, and execute a Grant Agreement to be captioned "Implementation Management Agreement" Grant ("IMA"), which shall contain terms and conditions as specified in the next succeeding paragraph.

6. Ensure that the IMA reflects the following:

a) Terms and conditions acceptable to the Bank, as set out in Attachment Schedule 2 of the Loan Agreement;

b) Provisions defining or prescribing the --

(1) Responsibilities of both the DA and the CG ORMOC in implementation of approved Sub-projects;

(2) Specification of eligible expenditures that may be financed from the proceeds of the grant;

(3) Financial management and audit procedures consistent with provisions set out in the Operations Manuals;

(4) Procurement procedures consistent with provisions set out in the Loan Agreement (specifically Section III of Schedule 2 thereof);

(5) Monitoring and reporting arrangements; and

(6) Arrangements for implementation of the Integrated Environmental and Social Safeguards Framework (IESSF)

c) Provisions on cost-sharing between the DA and the CG ORMOC, including the following:

(1) With respect to approved Sub-projects under Component 2, Sub-component 2.1 (Civil Works) of the Project, the amount to be allocated/made available by the DA to the CG ORMOC shall cover ninety percent (90%) of the Estimated Project Cost of the CG ORMOC's Sub-project, with the said LGU providing its contribution covering the remaining ten percent (10%) thereof;

(2) For approved Sub-projects under Component 3, Sub component 3.1 (Enterprise Project Fund), the DA shall provide eighty percent (80%) of the Estimated Project Cost of the CG ORMOC's Sub-project and the CG ORMOC, the remaining 20% thereof;

d) Others. - In line with the pertinent provisions of the Loan Agreement, the IMA shall also contain terms and conditions adequate to protect the interests of the DA and those of the Bank, including the right to suspend or terminate the right of the CG ORMOC to use the proceeds of the grant or obtain a refund of all or any part of the amount of the grant then withdrawn, upon the CG ORMOC's failure to perform any of its obligations under the IMA.

b. Pre-Implementation / Implementation Stages

7. Provide the staff of the CG ORMOC with relevant capacity building interventions through participation and attendance in learning events;

8. Coordinate and monitor the conduct of activities to ensure that the provisions of this MOA and, if ever, the IMA by and between the DA and the CG ORMOC, particularly those concerning their respective responsibilities in the planning, preliminary/preparatory and implementation stages of the Sub-Project/s as well

the proposed Sub-project in accordance with policies and procedures set forth in the IPPF; (ii) carry out the Sub-project in accordance with the IPPF and; (iii) not amend, suspend or abrogate any of the provisions of the IPPF without the prior approval of the Bank;

4. The CG ORMOC shall: (i) not finance any Sub-project that involves a dam that is fifteen (15) meters or more in height; and (ii) not finance any Sub-Project that involves a dam that is between ten (10) and fifteen (15) meters in height, without the prior written approval of the Bank;
5. The CG ORMOC shall coordinate with the RPCO in local development planning, and in all aspects of Sub-project preparation and development and other related activities of the Project;
6. In case of approval of the Sub-Project proposal, the CG ORMOC shall enter into/execute an Implementation Management Agreement (IMA) with the DA prior to carrying out the approved Sub project under Infrastructure Development or Enterprise Development components. The IMA shall contain terms and conditions as laid out under Section 3.a.6. hereof;
- b. **Project Implementation Stage** - In the event of the approval of the proposed Sub-project and the execution of the IMA relative thereto, the CG ORMOC shall fulfill the tasks/ responsibilities enumerated below. These responsibilities shall be stipulated in the IMA.
 7. Maintain, throughout the period of project implementation, the organization, management and resources, satisfactory to the Bank, for carrying out Sub-Projects;
 8. Maintain, throughout the period of project implementation the City Project Management and Implementing Unit (CPMIU) as provided under item (a.1) above;
 9. Provide logistic support such as transportation and traveling allowances, office supplies and equipment and, if possible, office space and other resources for the operation of its CPMIU;
 10. Allow its regular staff comprising the CPMIU to participate in consultations meetings, briefings and similar activities as identified in the Project Implementation Plan.
 11. Carry out capacity building interventions for the staff through participation and attendance to learning events subject to existing systems and procedures as prescribed in the various PRDP manuals of operation;
 12. Carry out the Sub-projects with due diligence and efficiency, in conformity with appropriate and sound technical, economic, financial, managerial, administrative, engineering and agricultural practices and sound social and environmental standards and practices, as set forth in the PRDP Operations Manual and the applicable PCIP, as well as in accordance with the ESSF and the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Borrower (GOP) and provide promptly as needed, the funds, facilities, and services and other resources required therefor;
 13. Carry out the Sub-project/s in accordance with the ESMP, the RAP, and/or the IPP, as applicable and not amend, suspend or abrogate any of the provisions of the ESMP, the RAP, and/or the IPP, as applicable, without prior approval of the Bank;

the proposed Sub-project in accordance with policies and procedures set forth in the IPPF; (ii) carry out the Sub-project in accordance with the IPPF and; (iii) not amend, suspend or abrogate any of the provisions of the IPPF without the prior approval of the Bank;

4. The CG ORMOC shall: (i) not finance any Sub-project that involves a dam that is fifteen (15) meters or more in height; and (ii) not finance any Sub-Project that involves a dam that is between ten (10) and fifteen (15) meters in height, without the prior written approval of the Bank;
5. The CG ORMOC shall coordinate with the RPCO in local development planning, and in all aspects of Sub-project preparation and development and other related activities of the Project;
6. In case of approval of the Sub-Project proposal, the CG ORMOC shall enter into/execute an Implementation Management Agreement (IMA) with the DA prior to carrying out the approved Sub project under Infrastructure Development or Enterprise Development components. The IMA shall contain terms and conditions as laid out under Section 3.a.6. hereof;
- b. **Project Implementation Stage** - In the event of the approval of the proposed Sub-project and the execution of the IMA relative thereto, the CG ORMOC shall fulfill the tasks/ responsibilities enumerated below. These responsibilities shall be stipulated in the IMA.
 7. Maintain, throughout the period of project implementation, the organization, management and resources, satisfactory to the Bank, for carrying out Sub-Projects;
 8. Maintain, throughout the period of project implementation the City Project Management and Implementing Unit (CPMIU) as provided under item (a.1) above;
 9. Provide logistic support such as transportation and traveling allowances, office supplies and equipment and, if possible, office space and other resources for the operation of its CPMIU;
 10. Allow its regular staff comprising the CPMIU to participate in consultations, meetings, briefings and similar activities as identified in the Project Implementation Plan.
 11. Carry out capacity building interventions for the staff through participation and attendance to learning events subject to existing systems and procedures as prescribed in the various PRDP manuals of operation;
 12. Carry out the Sub-projects with due diligence and efficiency, in conformity with appropriate and sound technical, economic, financial, managerial, administrative, engineering and agricultural practices and sound social and environmental standards and practices, as set forth in the PRDP Operations Manual and the applicable PCIP, as well as in accordance with the ESSF and the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Borrower (GOP) and provide promptly as needed, the funds, facilities, and services and other resources required therefor;
 13. Carry out the Sub-project/s in accordance with the ESMP, the RAP, and/or the IPP, as applicable and not amend, suspend or abrogate any of the provisions of the ESMP, the RAP, and/or the IPP, as applicable, without prior approval of the Bank;

14. Procure goods, works, and services required for the Project and to be financed out of the proceeds of the Loan in accordance with the provisions Section III of Schedule 2 of the Loan Agreement;
15. Ensure that said goods are insured against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and indemnity thereunder to be made payable in a currency freely usable by the purchaser thereof to replace or repair such goods;
16. Ensure that said goods, works and services procured are utilized exclusively for the purpose of carrying out the Project;
17. Enable the DA and the Bank to examine all goods, facilities, sites, and works included in the Project, the operation thereof, and any relevant records and documents;
18. Prepare and furnish to the Bank all such information as the Bank shall reasonably request relating to the Sub-projects and the CG ORMOC's compliance with the terms and conditions of the IMA;
19. Ensure that any facilities, equipment and other property relevant to the Project shall at all times be operated and maintained, and that all necessary repairs and renewals thereof shall be promptly made, as needed all in accordance with sound financial, administrative and technical practices;
20. Maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the performance indicators referred to in Sec. II.A.1 of Schedule 2 to the Loan Agreement, the carrying out/ progress of the Sub-projects and the achievement of the objectives thereof;
21. Prepare and submit pertinent reports as will be detailed in the IMA;
22. Maintain a financial management system and prepare financial reports in a format acceptable to the Bank and the DA, both in a manner adequate to reflect the operations, resources and expenditures related to each Sub-project;
23. Have financial reports for each Sub-project audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank and promptly furnish the statements as so audited to the DA and the Bank. Details relative to the audit of financial reports, including timelines for the submission thereof shall be provided in the IMA;
24. The CG ORMOC shall coordinate with the RPCO in local development planning and in all aspects of Sub-project implementation and related activities;
25. Coordinate with national partner agencies of PRDP such as the Department of Environment and Natural Resources, Bureau of Fisheries and Aquatic Resources, National Commission of Indigenous Peoples, Department of Public Works and Highways, Department of Trade and Industry, Department of Science and Technology, as well as with local organizations in the planning, implementation and other project development activities of PRDP interventions and activities;
26. Provide funds for local development planning and other PRDP related activities in the LGU;

... of the World Bank Mission Team, the National Project Coordination Office (NPCO), Project Support Office (PSO) and the Regional Project Coordination Office (RPCO) when they are in the area for PRDP activities.

Section 5. Amendments and Effectivity. - The parties may, upon mutual agreement, amend, alter, or modify this Memorandum of Agreement anytime through an addendum signed by both parties. This Memorandum of Agreement shall take effect on the date of signing by both parties and shall continue to be in full force until May 31, 2021 or the completion of the PRDP, unless sooner terminated by either party, provided a written Notice of Termination is issued at least 30 days prior to termination date, provided further that such termination will not prejudice any ongoing Sub-project in the LGU.

Section 6. Relevant Documents. - It is understood that the terms and conditions of this agreement are subject to the applicable provisions of Project documents herein cited (e.g. Loan Agreement and its Schedules and Attachments), which are accessible through the official PRDP website (www.daprdp.net).

IN WITNESS WHEREOF, the parties, through their authorized representatives, have hereunto affixed their signatures on this JAN 25 2017 day of _____ at DA RFO _____;

DEPARTMENT OF AGRICULTURE
In copying pls cite this code.
For Signature: S-91-17-0595
Received - 01/25/2017 10:24 AM

FOR THE DEPARTMENT OF AGRICULTURE

EMMANUEL R. PIÑOL
Secretary

FOR THE CITY GOVERNMENT:

RICHARD L. COMET
Mayor

SIGNED IN THE PRESENCE OF:

ARIEL M. CAYANAN

Undersecretary for Operations
and PRDP National Project Director

U-NICHOLS A. MANALO

Regional Executive Director
DA-RFO 8

VINCENT L. EMNAS
City Administrator
Ormoc City

ACKNOWLEDGMENT

Republic of the Philippines)

BEFORE ME, this
personally appeared:

day of MAR 10 2017

2016, at

Name

Competent Evidence
of Identity

Place and Date Issued

RICHARD I. GOMEZ

DRIVER'S LICENSE NO1-85-025343

ORMOZ CITY

Known to me or to me known to be the same persons who executed the foregoing agreement, consisting of eleven (11) pages, including this page, and they have acknowledged to me that the same is of their own free and voluntary act and deed and those of the offices they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the day first above written.

Notary Public

Doc. No.

Page No.

Book No.

Series of 2016

74

15

LXXXI

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City

BEFORE ME, this
personally appeared:

FEB 23 2017
day of

2016, at Quezon City

Name

Competent Evidence
of Identity

Place and Date Issued

EMMANUEL F. PIÑOL

TIN # 916 507 911

Miang, North Catabato 12/11/1999

Known to me or to me known to be the same persons who executed the foregoing agreement, consisting of eleven (11) pages, including this page, and they have acknowledged to me that the same is of their own free and voluntary act and deed and those of the offices they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the day first above written.

Notary Public

Florimond C. Pous
ATTY. FLORIMOND C. POUS

Notary Public for Quezon City

Until December 31, 2017

PTR No. 3803193/01-14-17/O.C.

IBP Lifetime No. 000016

Roll No. 25769 / Date: 10/2/14-1-835

MCLE 5 Comp. 00001549; 1-22-2014

Adm. Matter No. NP-156476-2016-2017

Doc. No. 11

Page No. 52

Book No. 11

Series of 2016

STATEMENT OF FUNDING SOURCES
(SUPPLEMENTAL BUDGET No.5)
FY 2019

ORMOC CITY
Province/ City/ Municipality

General Fund
Fund/Special Account

[illegible]

Certified Correct:

ALICIA C. DIMAPINGUN
OIC- City Treasurer

ROSARIO G. SERAFICA
City Accountant

STATEMENT OF SUPPLEMENTAL APPROPRIATION CY 2019

ORMOC CITY

Implementing Office (1)	Particulars/Purpose (2)	AIP Code (3)	Object of Expenditure (4)	Account Code (5)	Amount (6)
City Agriculture Office	LGU counterpart fund for PRDP Project per MOA & Res. No. 2016-086 attached	8000-2-02-003-6/ Supp AIP#8000-2-02-003-18	Maint. & Other Operating Expenses: Other Maint. & Operating Expenses	5-02-99-990(151)	P285,160.00
			Capital Outlay: Building(Const. of Consolidation & Depulping Center)	1-07-04-010(7)	931,359.95
			Motor Vehicles(Delivery and Hauling Truck)	1-07-06-010	\$00,000.00
	Total Supplemental Appropriation				P1,716,519.95

Prepared :

SABRINA P. DUERO
City Budget Officer

Approved:

RICHARD L. GOMEZ
City Mayor

Republic of the Philippines

CITY OF ORMOC

CERTIFICATION

WE HEREBY CERTIFY that funds is available for reversion from the following Continuing Appropriation of the City Agriculture Office to wit;

OFFICE	OBJECT OF EXPENDITURES	ANNUAL APPROPRIATION	AMOUNT OF OBLIGATION	Balance TODATE	AMOUNT TO BE REVERTED
City Agriculture Office	Agriculture and Forestry Equipment-2016			P650,000.00	P650,000.00
	Agriculture and Forestry Equipment-2017			531,156.00	531,156.00
	Other Machinery and Equipment-2017			300,000.00	300,000.00
	Other Machinery and Equipment-2018			265,300.00	235,363.95
TOTAL		P0.00	P0.00	P1,746,456.00	P1,716,519.95

Issued this 22nd day of March, 2019.

ALICIA C. DIMAPINGUN
OIC- City Treasurer

SABRINA P. DUERO
City Budget Officer

ATTESTED:

RICHARD I. GOMEZ
City Mayor