



REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 OCTOBER 25, 2018

PRESENT:

Leo Carmelo L. Locsin, Jr.
Vincent L. Rama,
Benjamin S. Pongos, Jr.,
Gregorio G. Yrastorza III,
Nolito M. Quilang,
John Eulalio Nepomuceno O. Aparis II,

City Vice Mayor & Presiding Officer
SP Member, Majority Floor Leader
SP Member
SP Member
SP Member
SP Member

Esteban V. Laurente,

Minority Floor Leader

Jasper C. Yerro,

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

ON OFFICIAL BUSINESS:

Tomas R. Serafica,

(Acting City Mayor),
SP Member, Asst. Majority Floor Leader

ON LEAVE:

Mario M. Rodriguez,
Eusebio Gerardo S. Penserga,
Lea Doris C. Villar,

SP Member, Presiding Officer "Pro-Tempore"
SP Member
SP Member, Asst. Minority Floor Leader

RESOLUTION NO. 2018-271

A RESOLUTION GRANTING THE CITY MAYOR RICHARD I. GOMEZ THE AUTHORITY TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) FOR AND IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU-ORMOC) WITH THE DEPARTMENT OF AGRICULTURE-REGIONAL FIELD OFFICE VIII (DA-RFO VIII), FOR THE PROVISION OF ONE (1) UNIT COFFEE/CACAO DRYER UNDER THE DEPARTMENT OF AGRICULTURE-HIGH VALUE CROPS DEVELOPMENT PROGRAM (DA-HVCDP).

WHEREAS, the 14TH Sangguniang Panlungsod ng Ormoc received an endorsement letter from the Office of the City Mayor on October 01, 2018 for consideration of a Memorandum of Agreement (MOA) to be entered into by and between the Local Government Unit of Ormoc City (LGU-ORMOC) and the Department of Agriculture-Regional Field Office VIII (DA-RFO VIII), represented by its Regional Executive Director, ATTY. CIPRIANO G. SANTIAGO, CESO III, for the provision of one (1) unit Coffee/Cacao Dryer under the Department of Agriculture-High Value Crops Development Program (DA-HVCDP), a copy of the final MOA is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, the Department of Agriculture (DA), through its Regional Field Office, is implementing the Department of Agriculture-High Value Crops Development Program (DA-HVCDP) wherein the objective is to deliver appropriate development support systems and facilities and to harmonize development interventions in strategic production zones, farm households and identified convergence areas, as embodied in the Joint Memorandum Circular No. 1, Series of 1999, of Department of Agrarian Reform (DAR) and Department of Environment and Natural Resources (DENR), known as the National Convergence Initiative (NCI);

WHEREAS, DA-HVCDP aims to transform high value crops farm clusters into modern agribusiness system through mechanized farming;

WHEREAS, one of the components of the DA-HVCDP is the provision of farm production, postharvest and processing equipment to qualified non-government organizations, farmer organizations and local government units with the aim of transforming the high value crops agricultural sector from a resource-based to a technology-based industry;

WHEREAS, LGU-ORMOC is an active partner of DA-RFO VIII which supports and undertakes activities promoting the development of high value crops, and also has the administrative and technical capability to effectively assist in the implementation of the program;

WHEREAS, LGU-ORMOC is proposing and has signified its intention to avail of one (1) unit Coffee/Cacao Dryer granted by the DA;

WHEREAS, the MOA shall involve the provision of one (1) unit Coffee/Cacao Dryer, through grant from DA-RFO VIII to LGU-ORMOC in which the direct beneficiaries shall be the farmers of Ormoc City;

WHEREAS, the provision of Coffee/Cacao Dryer will help in the modernization of farm operations by mechanizing farming activities and contributing to the high value crops production in Ormoc City;

WHEREAS, after review of the draft MOA by the City Legal Officer of the City, Atty. Jasper M. Lucero, he finds it in order, not detrimental to the interest of the City, not contrary to law, morals and public policy recommending the approval of the aforementioned MOA, and that a Sangguniang Panlungsod Resolution be secured for the Authority of the Mayor to sign the same, a copy of the letter is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, upon close and thorough review, this Sanggunian finds the aforementioned request by the City Mayor advantageous and for the best interest of the City and its inhabitants;

NOW THEREFORE, on motion of SP Member Esteban V. Laurente, Vice-Chairman of the Committee on Agriculture, Fisheries and Agrarian Reform, severally seconded by SP Members Nolito M. Quilang, Benjamin S. Pongos, Jr., Gregorio G. Yrastorza III, John Eulalio Nepomuceno O. Aparis II and Jasper C. Yerro; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING THE CITY MAYOR RICHARD I. GOMEZ THE AUTHORITY TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) FOR AND IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU-ORMOC) WITH THE DEPARTMENT OF AGRICULTURE-REGIONAL FIELD OFFICE VIII (DA-RFO VIII), FOR THE PROVISION OF ONE(1) UNIT COFFEE/CACAO DRYER UNDER THE DEPARTMENT OF AGRICULTURE-HIGH VALUE CROPS DEVELOPMENT PROGRAM (DA-HVCDP);

ADOPTED, October 25, 2018.


RESOLVED FURTHER, that a copy of the final and notarized Memorandum of Agreement (MOA) be submitted to the Sangguniang Panlungsod of Ormoc City for its information and files;

RESOLVED FINALLY, that copies of this resolution be furnished each to the City Mayor, the City Administrator, City Legal Officer, City Agriculture Office, the Department of Agriculture-Regional Field Office VIII, through its Regional Executive Director, Atty. Cipriano G. Santiago, the OIC-City Director of DILG and all other offices concerned for their information and guidance.


CARRIED UNANIMOUSLY.

Res. No. 2018-271

I HEREBY CERTIFY to the correctness of the above resolution.


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

ATTESTED:


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

DEMO COPY



Republic of the Philippines
OFFICE OF THE CITY LEGAL OFFICER
Ormoc City, Leyte

25 September 2018

MA. VICTORIA LYRA P. DELA CERNA RRT, MBA-HA, MPA

City Govt. Asst. Dept Head I

City Mayor's Office

LGU – Ormoc City

Re: Review of Draft MOA between LGU Ormoc and Department of Agriculture
– Regional Field Office 8 re Provision of Coffee/Cacao Dryer

Dear Ms. Dela Cerna:

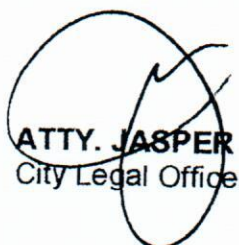
The undersigned has reviewed the terms of the aforementioned MOA against the provisions of DA-DAR-DENR Joint MC No. 1 dated 26 January 1999 and finds that the same is in order, not detrimental to the interests of the City, not contrary to law, morals and public policy.

It is recommended that an SP Resolution be secured for the Authority of the Mayor to sign the draft MOA.

For the consideration of the CMO.

Thank you.

Very Truly Yours,


ATTY. JASPER M. LUCERO
City Legal Officer

RECEIVED
DATE: 9-25-18
TIME: 11:45
SIGNATURE: JMLP



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT made and entered into by and between:

The **DEPARTMENT OF AGRICULTURE-REGIONAL FIELD OFFICE 8**, a national government agency existing under and by virtue of the laws of the Republic of the Philippines, with office address at Kanhuraw Hill, Tacloban City, represented by Regional Executive Director **ATTY. CIPRIANO G. SANTIAGO, CESO III**, hereinafter referred to as "**DA-RFO 8**",

-and-

The **CITY LOCAL GOVERNMENT UNIT OF ORMOC, LEYTE**, a local government unit with principal office address at City Building, Ormoc, City, represented by City Mayor **RICHARD I. GOMEZ**, hereinafter referred to as "**CLGU-ORMOC**"

WITNESSETH:

WHEREAS, the objective of the Department of Agriculture-High Value Crops Development Program (DA-HVCDP) is to deliver appropriate development support systems and facilities and to harmonize development interventions in strategic production zones, farm households and identified convergence areas, as embodied in the Joint Memorandum Circular No. 1, Series of 1999, of Department of Agrarian Reform (DAR) and Department of Environment and Natural Resources (DENR), known as the National Convergence Initiative (NCI);

WHEREAS, DA-HVCDP aims to transform high value crops farm clusters into modern agribusiness system through mechanized farming;

WHEREAS, one of the components of the DA-HVCDP is the provision of farm production, postharvest and processing equipment to qualified non-government organizations, farmer organizations and local government units with the aim of transforming the high value crops agricultural sector from a resource-based to a technology-based industry;

WHEREAS, the **CLGU-ORMOC** is an active partner of DA-RFO 8 which supports and undertakes activities promoting the development of high value crops, and also has the administrative and technical capability to effectively assist in the implementation of the program;

WHEREAS, the **CLGU-ORMOC**, through the Office of the City Agriculturist, has signified its intention to avail of the **Coffee/Cacao Dryer**, hereinafter referred to as the "Project", granted by the DA;

WHEREAS, the provision of the Project will help in the modernization of farm operations by mechanizing farming activities and contributing to the high value crops production of said organization of farmers;

WHEREAS, the DA-RFO 8 and the **CLGU-ORMOC** agreed to cooperate in the implementation of the Project;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties have agreed to the terms and conditions, as follows:

I. GENERAL CONDITIONS

- A. This Agreement shall involve the provision by the DA-RFO 8 of **one (1) unit Coffee/Cacao Dryer** to **CLGU-ORMOC**, Leyte in the form of grant.

II. OBLIGATIONS OF THE PARTIES

A. The DA-RFO 8 shall:

1. Provide **one (1) unit Coffee/Cacao Dryer** worth **Ninety Thousand Pesos (Php90,000.00)** to **CLGU-ORMOC**.
2. Turn-over the Project to **CLGU-ORMOC** after its issuance of Acknowledgment Receipt of Equipment.
3. Provide technical assistance to the recipient on the proper maintenance and operations of the equipment through Regional Agricultural Engineering Section (RAES).
4. Train the recipient on the operation and maintenance of the unit with the assistance of the Engineering Unit of the supplier.
5. Ensure that the goals and objectives of the project are achieved through periodic monitoring and evaluation.
6. Provide other forms of technical assistance whenever necessary and upon the request of the beneficiary.

B. The CLGU-ORMOC shall:

1. Accept the **one (1) unit Coffee/Cacao Dryer** through a memorandum receipt.
2. Use the Project for the benefit of the high value crops farmers and related activities of the municipality.
3. Provide the manpower necessary for the operation and management of the unit.
4. Ensure that the unit is properly maintained.
5. Shoulder the repair and maintenance expenses of the unit after the lapse of the Supplier's warranty agreement.
6. Submit to the DA-RFO 8 quarterly progress reports or such other reports that the DA-RFO 8 may require.

III. OTHER COVENANTS

- A. This Agreement shall take effect upon signing by the parties and shall continue to be in force and effect for a period of five (5) years or until the satisfactory fulfillment of the herein terms and conditions unless sooner terminated by the parties, in writing.
- B. Any amendment/supplement to this Agreement shall be binding only upon the written consent of both parties.
- C. Both parties shall comply with applicable government accounting and auditing rules and regulations.
- D. In case of violation by the recipient to this MOA, it shall return the subject unit or its cost to the DA-RFO 8, plus damages.
- E. Should a dispute arise from this Agreement which cannot be settled through negotiation, the parties shall settle the said dispute by mediation before resorting to arbitration or All disputes, claims and controversies between the parties hereto which may hereafter arise from the interpretation and application of this Memorandum of Agreement, statutes or contracts in connection herewith shall be administratively settled or adjudicated in accordance with Book IV, Chapter 14 of the Administrative Code of 1987.
- F. All suits arising from, or related to, this Agreement shall be filed in the appropriate courts in Tacloban City which shall have jurisdiction over the case to the exclusion of other courts.

ATTY. CIPRIANO G. SANTIAGO, CESO III
Regional Executive Director

FRANCISCO T. DAYAP, Ph. D.
OIC Chief, Field Operation Division

HON. RICHARD I. GOMEZ, MBA
City Mayor

MARIA ELENA A. MENDOZA
City Agriculturist

IN WITNESS WHEREOF, the parties have hereunto set their respective signature
this _____ day of _____ 2018 at Tacloban City, Leyte, Philippines.

DEPARTMENT OF AGRICULTURE-
REGIONAL FIELD OFFICE 8

CLGU-ORMOC, LEYTE

By:

By:

ATTY.CIPRIANO G. SANTIAGO, CESO III
Regional Executive Director

HON. RICHARD I. GOMEZ, MBA
City Mayor

Signed in the presence of :

FRANCISCO T. DAYAP, Ph.D.
OIC Chief, Field Operations Division

MARIA ELENA A. MENDOZA
City Agriculturist

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF LEYTE) S.S.
CITY OF TACLOBAN)

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

Name	Valid ID	Expiry date
ATTY.CIPRIANO G. SANTIAGO, CESO III	_____	_____
HON. RICHARD I. GOMEZ	_____	_____

known to me to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

This instrument consisting of three (3) pages, including the page whereon this Acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, this _____ day of _____ 2018 at Tacloban City, Leyte, Philippines.

NOTARY PUBLIC

Doc. No. _____

Page No. _____

Book No. _____

Series of 2018. _____