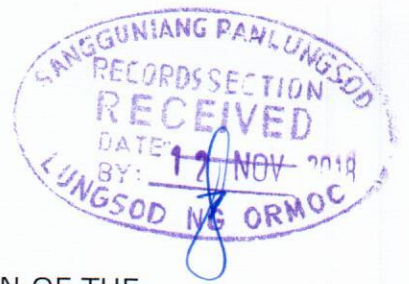


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 NOVEMBER 08, 2018

PRESENT:

Vincent L. Rama,	(Temporary Presiding Officer),
	SP Member, Majority Floor Leader
Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
Tomas R. Serafica,	(Acting City Vice Mayor),
	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
Lea Doris C. Villar,	SP Member, Asst. Minority Floor Leader
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 OFFICIAL BUSINESS:

Leo Carmelo L. Locsin, Jr.	(Acting City Mayor),
	City Vice Mayor & Presiding Officer

ON LEAVE:

John Eulalio Nepomuceno O. Aparis II,	SP Member
	Minority Floor Leader

RESOLUTION NO. 2018-276

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ TO ENTER INTO AND
SIGN THE MEMORANDUM OF AGREEMENT (MOA) FOR
AND IN BEHALF OF THE LOCAL GOVERNMENT UNIT
OF ORMOC CITY WITH THE PHILIPPINE CARABAO
CENTER, FOR THE EXPANDED ARTIFICIAL
INSEMINATION PROGRAM.**

WHEREAS, the 14TH Sangguniang Panlungsod ng Ormoc received an endorsement letter from the Office of the City Mayor on October 24, 2018 for consideration of the request of Joseph C. Cortes DVM, City Veterinarian, for the issuance of a Resolution granting authority to the City Mayor to sign a Memorandum of Agreement (MOA) to be entered into by the Local Government Unit of Ormoc City (LGU-ORMOC) and the Philippine Carabao Center (PCC) represented by its Executive Director, DR. ARNEL N. DEL BARRIO for the Expanded Artificial Insemination (AI) Program, a copy of the final MOA is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, the Department of Agriculture through the Philippine Carabao Center is implementing AI program of carabaos in order to produce crossbreds for milk and meat production, thus providing livelihood opportunities and better nutrition of small hold farmers;

WHEREAS, all parties recognized the importance of a cooperative effort in pursuing development objective pursuant to the provisions of the Local Government Code of 1991(RA 7160);

WHEREAS, in order to accelerate the delivery of AI services in the villages including its related industries, the parties hereto agree to share their resources together, i.e. financial, technical, personnel, equipment and mobility required in facilitating the implementation of the program and further agree to jointly undertake the project called Expanded Artificial Insemination program in the barangays;

WHEREAS, after review of the draft MOA by the Assistant City Legal Officer of the City, Atty. Jesus Manuel A. Horca III, he finds it not contrary to law, morals, good customs, public policy and public order recommending 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 especially the small hold farmers, therefore, meriting this august Body's full support and favorable action;

NOW THEREFORE, on motion of SP Tomas R. Serafica, Chairman - Committee on Agriculture, Fisheries and Agrarian Reform, severally seconded by SP Members Lea Doris C. Villar, Jasper C. Yerro and Esteban V. Laurente; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) FOR AND IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC CITY WITH THE PHILIPPINE CARABAO CENTER, FOR THE EXPANDED ARTIFICIAL INSEMINATION PROGRAM;

ADOPTED, November 08, 2018.

RESOLVED FURTHER, that a copy of the final and notarized Memorandum of Agreement 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 Veterinary Office, the Philippine Carabao Center, through its Executive Director, Dr. Arnel N. Del Barrio, the OIC-City Director of DILG and all 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
(OIC-SP Secretary)
Supervising Administrative Officer

ATTESTED:


VINCENT L. RAMA
(Temporary Presiding Officer)
Majority Floor Leader
SP Member

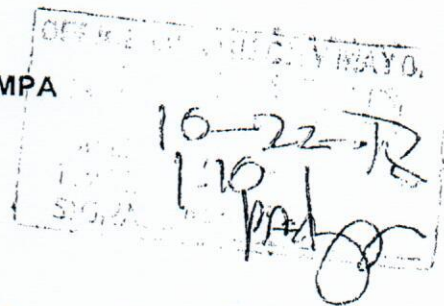
OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte



22 October 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:

1. MOA between LGU Ormoc and the Philippine Carabao Center (PCC) for the Expanded Artificial Insemination (AI) Program; and
2. Contract between LGU Ormoc and Hienrich O. Zalameda for Village-Based AI Technician (VBAIT) Contract

References:

1. Referral dated 08 October 2018 requesting comment
2. Letter from City Veterinarian's Office to the CMO dated 01 October 2018
3. Drafts of proposed MOA and VBAIT Contract

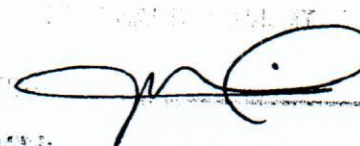
Dear Ms. Dela Cerna:

1. Per ref 1, this Office has reviewed the abovementioned MOA and Contract against the provisions of RA 7307 (the Philippine Carabao Act) as well as the programs of the PCC and finds the same to be not contrary to law, morals, good customs, public policy and public order.
2. It is recommended that the MOA and VBAIT Contract be indorsed to the SP for the authority of the Mayor to sign the same.
3. For the consideration of the CMO.

Most Respectfully,


ATTY. JESUS MANUEL A. HORCA III
City Govt. Asst. Dept. Head
Assistant City Legal Officer

New Ormoc City Hall, Aunubing St., Cogon, Ormoc City
(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com

ATTESTED TRUE COPY OF

DATE: _____

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and executed by and between:

The **Philippine Carabao Center**, with principal office at the Science City of Muñoz, Nueva Ecija represented by its **Executive Director, Dr. ARNEL N. DEL BARRIO** hereinafter referred to as **PCC**; and

The City of Ormoc with principal Office at New Ormoc City Hall, Aunubing St. Brgy. Cogon, Ormoc City represented by the City Mayor, **HON. RICHARD I. GOMEZ** herein referred to as the **LGU**.

WITNESSETH

WHEREAS, the Department of Agriculture through its Philippine Carabao Center is implementing AI program of carabaos in order to produced crossbreds for milk and meat production, thus providing livelihood opportunities and better nutrition of small hold farmers;

WHEREAS, all parties recognized the importance of a cooperative effort in pursuing development objective as per provision of R.A. 8745 and the Local Government Code of 1991;

WHEREAS, in order to accelerate the delivery of A.I. services in the villages including its related industries, the parties hereto agree to share their resources together, i.e. financial, technical, personnel, equipment and mobility required in the facilitating the implementation of the program;

NOW, THEREFORE, for and in consideration of the mutual covenants agreement and situations herein set forth, all parties agree to jointly undertake the project called Expanded A.I. program in the barangays subject to the following terms and conditions.

ARTICLE I. RESPONSIBILITIES OF PCC

The PCC shall:

1. Provide technical training on Artificial Insemination and Pregnancy Diagnosis to all qualified and interested LGU and Village-based A.I. Technicians;
2. Provide field tanks, A.I. kit to Village-based Technicians necessary for the implementation of the project;
3. Provide buffalo frozen semen to trained LGU and Village-based Technicians necessary for the implementation of the project;
4. Initiate the conduct of crossbred enterprise development on the villages on coordination with the party concerned; and

HON. RICHARD I. GOMEZ
City Mayor

Dr. JOSEPH C. CORTES
City Veterinarian

IVY FE M. LOPEZ
OIC-Center Director

5. Assist in the conduct of quarterly monitoring and evaluation on the activities and output of the LGU and Village-based A.I. technicians and participate actively during the meetings, conferences called for this purpose.

ARTICLE II. GENERAL RESPONSIBILITIES OF LGU

The LGU shall:

1. Prepare livestock development plan of the city in coordination with other agencies to insure continuity of the program and funding support;
2. Allocate funds for the purchase of liquid nitrogen tanks and regular funding in the amount of at least P50,000.00 per year for the purchase of liquid nitrogen and A.I. supplies in the conduct of A.I. services in the area of coverage;
3. Identify, select and recommend qualified LGU staff for A.I. training;
4. Supervise and provide assistance to LGU A.I. Technicians in implementing the genetic improvement program;
5. Promote the crossbreeding and develop crossbred enterprise in the villages;
6. Participate actively in the planning, monitoring, evaluation and document of project activities (submission of reports for LGU tech.)
7. In case Village-based A.I. technician is present in the City LGU shall;
 - 7.1 Recommend the nominated Village-based Technician for A.I. training;

Act as the guarantor of the faithful performance of the Village-based A.I. Technician in implementing the genetic improvement program;

Monitor the output of the Village-based A.I. Technician and collect report for the submission to the Provincial A.I. Coordinator;

Promote the service of the Village-based A.I. Technician in the community and empower to become self-reliant and oblige to actively participate in the planning, monitoring, evaluation and documentation of project activities.

ARTICLE III. PERIOD OF AGREEMENT

The undertaking shall take effect immediately on the date of signing by all parties concerned and will be valid for a period of five (5) years and can be extended as agreed upon all parties involved.

No party shall terminate each commitment to undertake such project within the period of (5) years.

ARTICLE IV. LIABILITY CLAUSE

The PCC and City of Ormoc shall not be liable for any claims of losses, damages, injuries, harm, death suffered by third persons and or properties resulting from, during and in the course of this undertaking of VBAT by virtue of this agreement or as a result

HON. RICHARD I. GOMEZ
City Mayor

Dr. JOSEPH C. CORTES
City Veterinarian

IVY FEM. LOPEZ
OIC-Center Director

ARTICLE V. AMENDMENTS, MODIFICATIONS AND ALTERATIONS

All amendments, modifications and alterations of any of the terms and conditions of this undertaking shall be made in a separate written instrument jointly signed by the parties hereto which shall thereafter form part of this agreement.

IN WITNESS WHEREOFF, we have hereunto set our hands this _____ day
of _____ 20_____.

PHILIPPINE CARABAO CENTER

CITY OF ORMOC

ARNEL N. DEL BARRIO
Executive Director

HON. RICHARD I. GOMEZ
City Mayor

WITNESSES

IVY FE M. LOPEZ
OIC-Center Director

Dr. JOSEPH C. CORTES
City Veterinarian

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF LEYTE) SS
CITY OF ORMOC)

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

ARNEL N. DEL BARRIO

Valid ID: _____
ID NO.: 790084

HON. RICHARD L. GOMEZ

Valid ID: _____
ID NO.: _____

Known to me and to known to be the same persons who executed the foregoing Memorandum of Agreement and they have acknowledge to me that the same is their free and voluntary act and deed of the organization they respectfully represent.

This instrument of *four* pages including the page on which this acknowledgement is written, has been signed on each and every page thereof by the parties and their witnesses and sealed with my notaries seal.

WITNESS MY HAND AND SEAL at the place and on the date first above written.

NOTARY PUBLIC

Until _____
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IBP No. _____

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Page No. _____
Book No. _____
Series of _____