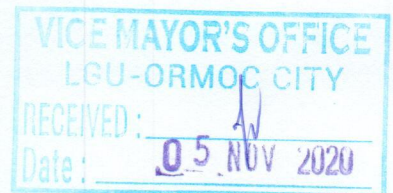
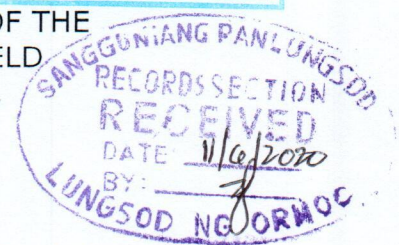


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 NOVEMBER 03, 2020



PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member
Roiland H. Villasencio,	SP Member
Tomas R. Serafica,	SP Member, Majority Floor Leader
Nolito M. Quilang,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
Jasper M. Lucero,	SP Member, Asst. Majority Floor Leader
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

RESOLUTION NO. 2020-356

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ACCEPT AND SIGN THE DEED OF
DONATION (DOD) TO BE MADE AND EXECUTED BY
AND BETWEEN ORMOC CITY JACKFRUIT PRODUCERS
ASSOCIATION (OCJPA) AND CITY GOVERNMENT OF
ORMOC, FOR ONE (1) UNIT BRAND-NEW HAULING
AND DELIVERY TRUCK.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated October 6, 2020 from the Office of the City Mayor, endorsing a request for the issuance of an authority for the City Mayor to accept and sign the Deed of Donation (DOD) to be made and executed by and between Ormoc City Jackfruit Producers Association (OCJPA) and City Government of Ormoc (LGU-ORMOC), for one (1) unit brand-new Hauling and Delivery Truck, a copy of the DOD is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, under the Philippine Rural Development Project (PRDP), it aims to increase farm and fishery productivity and income in target areas in all 16 regions of the country by improving access of farmers and other industry players to a strategic network of infrastructure, market information and support services;

WHEREAS, under the Enterprise Investment Agreement, the City Government of Ormoc has identified Jackfruit Enterprise of Ormoc as its priority subproject for PRDP, a copy of the Agreement is hereto attached as "ANNEX B" and made an integral part hereof;

WHEREAS, for and in compliance to the Enterprise Investment Agreement of the Jackfruit Enterprise of Ormoc and the Philippine Rural Development Project (PRDP), the Donor, LGU-ORMOC, shall transfer and convey by way of donation One (1) unit Brand-new Hauling and Delivery Truck to the Donee - the OCJPA;

WHEREAS, the Donation of the aforementioned property shall be revoked by the Donor if the Donee fails to fulfill any of the conditions stipulated in the Enterprise Investment Agreement;

WHEREAS, for and in consideration of the Enterprise Investment Agreement and in observance of the stipulations stated therein, the Donor cedes, transfers, and conveys by way of donation, unto said Donee the personal property above-described free from all liens and encumbrances;

WHEREAS, the Donee accepts the donation and has taken legal possession of the property and expresses his appreciation and gratefulness for the kindness and generosity of the Donor;

WHEREAS, in an Opinion dated October 2, 2020, the City Legal Office finds nothing legally objectionable in the said DOD and that the same is not contrary to law, morals, public order, or public policy much less detrimental to the best interest of Ormoc City, a copy of the Opinion is hereto attached as "ANNEX C" and made an integral part hereof;

WHEREAS, this Sanggunian, after thorough examination of the aforementioned request by the City Mayor, finds that: the same is not contrary to law, existing contract, public policy, customs and morals; is reasonable and in order; the same is entered into for the best interests of the City; and, finally, that the granting of the authority to sign and accept the Deed of Donation, among other lawful purposes, facilitates the ongoing developmental progress of the City and henceforth, deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Tomas R. Serafica, Chairman, Committee on Agriculture, Fisheries and Agrarian Reform and SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Joan Marbie C. Simbajon, Roiland H. Villasencio, Gregorio G. Yrastorza III, Peter M. Rodriguez and Lalaine A. Marcos; be it

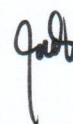
RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ACCEPT AND SIGN THE DEED OF DONATION (DOD) TO BE MADE AND EXECUTED BY AND BETWEEN ORMOC CITY JACKFRUIT PRODUCERS ASSOCIATION (OCJPA) AND CITY GOVERNMENT OF ORMOC, FOR ONE (1) UNIT BRAND-NEW HAULING AND DELIVERY TRUCK;

ADOPTED, November 03, 2020.

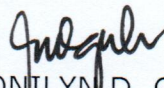
RESOLVED, FURTHER, that a copy of the final notarized Deed of Donation (DOD) be submitted to this Sanggunian for its information and files;

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; OCJPA; the City Agriculture Office; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;


CARRIED UNANIMOUSLY.



I HEREBY CERTIFY to the correctness of the foregoing resolution.


NONILYN D. GALANO
OIC – SP Secretary
(Supervising Administrative Officer)

ATTESTED:


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

Res # 2020 -356
" Annex A "

DEED OF DONATION

KNOW ALL MEN BY THIS PRESENTS:

The Deed of Donation made and executed by:

The **CITY LOCAL GOVERNMENT UNIT (CLGU)** of Ormoc herein represented by its City Mayor, Hon. Richard I. Gomez with Office address at City Hall, Ormoc City, hereinafter called the "DONOR";

- In favour of -

The **ORMOC CITY JACKFRUIT PRODUCERS ASSOCIATION (OCJPA)** herein represented by its Chairman, Amando P. Apoderado, with office address at Brgy. Valencia, Ormoc City hereinafter called the DONEE;

WITNESSETH

WHEREAS, for and in compliance to the ENTERPRISE INVESTMENT AGREEMENT of the Jackfruit Enterprise of Ormoc and the Philippine Rural Development Project, the DONOR shall transfer and convey by way of donation to the DONEE, **1- unit BRANDNEW HAULING and DELIVERY TRUCK** with the following specifications:

CR No.	38644644-3
OR No.	002020188358601
MV File No.	0801-00000332048,
Engine No:	D4GAGJ193971
Chassis No:	KMFGA17HPKC304962
Denomination:	TRUCK
Make:	Hyundai
Body Type:	DROPSIDE

WHEREAS, the DONATION of the aforementioned property shall be revoked by the DONOR if the DONEE fails to fulfil any of the conditions stipulated in the Enterprise Investment Agreement, marked as **ANNEX "A"** and is made an integral part of this contract.

NOW THEREFORE, for and in consideration of the Enterprise Investment Agreement and in observance of the stipulations stated therein, the DONOR hereby cedes, transfers and conveys by way of Donation, unto said DONEE the personal property above-described free from all liens and encumbrances.

The DONEE hereby accepts the donation and has taken legal possession of the property and hereby expresses his appreciation and gratefulness for the kindness and generosity of the DONOR.

IN WITNESS WHEREOF, the DONOR has hereto subscribed himself this _____ day of _____, 2020 in Ormoc City.

AMANDO P. APODERADO
Chairman, OCJPA
DONEE

HON. RICHARD I. GOMEZ, DPA
City Mayor
DONOR

ACKNOWLEDGMENT

Republic of the Philippines)
Ormoc City) S.S.

Before me, this _____ day of _____ at _____, Philippines,
personally appeared the following, with competent evidence of identity:

PARTY	COMPETENT EVIDENCE OF IDENTITY

known to me to be the same persons who executed the foregoing consisting of _____ (____) pages
including the page on which this Acknowledgment and they acknowledged to me that the same
is their free and voluntary act and deed.

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

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2020.

Republic of the Philippines
Department of Agriculture

PHILIPPINE RURAL DEVELOPMENT PROJECT (PRDP)

Jackfruit Enterprise of Ormoc
SP ID # PRDP-IR-R008-LEY-012-ORM-001-2018
City of Ormoc, Leyte

ENTERPRISE INVESTMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is made this ____ day of ____ 201__ by and between the following:

The **City Government of Ormoc**, a Local Government Unit of the Republic of the Philippines, with principal address at **Office of the City Mayor, City Hall Building, Ormoc City, Leyte** and hereinafter referred to as the "**LGU**"

- and -

The **Ormoc City Jackfruit Producers Association (OCJPA)** duly registered organization of the Republic of the Philippines, under the **Department of Labor and Employment (DOLE)**, with office address at **Barangay Valencia, Ormoc City, Leyte** represented herein by its **President, Amando Apoderado**, and hereinafter referred to as the "**Proponent Group**" (PG);

WITNESSETH -

WHEREAS, the DA is implementing the Philippine Rural Development Project (PRDP) aimed at increasing farm and fishery productivity and incomes in target areas in all 16 regions of the country by improving access of farmers and other industry players to a strategic network of infrastructure, market information and support services;

WHEREAS, the Enterprise Development Component (I-REAP) of PRDP intends to strengthen and develop viable agri-fishery based enterprises through the development of efficient value chains of key agricultural and fishery products in targeted program areas;

WHEREAS, all funds concerning the implementation of I-REAP will be coursed through Project Support Office (PSO) and will be made available to participating provincial LGUs and proponent groups;

WHEREAS, the Local Government Code rationalizes the need for upgrading local government capabilities through direct project implementation in collaboration with National Government Agencies (NGAs) and the private sector;

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 the DA function - the provision of agricultural support services, agricultural extension and on-site research services and facilities to the LGUs;

WHEREAS, the City of Ormoc identified Jackfruit Enterprise of Ormoc as its priority subproject for PRDP as indicated in the approved CCIP;

WHEREAS, the Proponent Group submitted project proposal entitled "Jackfruit Enterprise of Ormoc" with all the necessary documents to support the implementation of the subproject under the Enterprise Development Component;

WHEREAS, the proposal of Jackfruit Enterprise of Ormoc was endorsed by CLGU and approved by Regional Project Advisory Board (RPAB) per RPAB Resolution No. 18 Series of 2018 dated December 3, 2018;

WHEREAS, the PSO has issued a No Objection Letter (NOL 1) on the business plan of Jackfruit Enterprise of Ormoc dated _____, 2018, amounting to EIGHT MILLION FIVE HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED NINETY NINE AND 73/100 PESOS (Php8,582,599.73) net of the Proponent Group's Equity;

NOW THEREFORE, the parties hereto hereby agree as follows:

Article I DEFINITION OF TERMS

Sec 1.01 Unless this Agreement otherwise requires, the terms of acronym used in this Agreement shall have definitions and meanings as set out in **Schedule 1 (Definition of Terms)**.

Article II SCOPE OF AGREEMENT

Sec 2.01 This agreement shall cover the implementation of Jackfruit Enterprise of Ormoc, referred as the "Enterprise" in accordance with the approved Business Plan to be located in **Barangay Valencia, Ormoc City, Leyte**.

ARTICLE III SUBPROJECT DESCRIPTION AND COST ESTIMATES

Sec 3.01 The subproject covered by this agreement is Jackfruit Enterprise of Ormoc, with a total cost of **EIGHT MILLION FIVE HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED NINETY NINE AND 73/100 PESOS (Php8,582,599.73)** excluding Proponent Group equity described in detail in **Schedule 2 (Description of Enterprise)**.

Sec 3.02 The Enterprise cost is **THREE MILLION NINE HUNDRED TWENTY FIVE THOUSAND EIGHT HUNDRED PESOS (Php3,925,800.00)** Schedule 3B (Estimated Subproject cost - Enterprise for Jackfruit Enterprise of Ormoc).

Sec 3.03 The CLGU shall make available from the Enterprise Fund eighty percent (80%) or **THREE MILLION NINE HUNDRED TWENTY FIVE THOUSAND EIGHT HUNDRED PESOS (Php3,925,800.00)** under the Enterprise Development Component as financial assistance to the Proponent Group in the form of Grant subject to the terms and condition of this Agreement.

Sec 3.04 The Proponent Group equity shall be at least twenty percent (20%) of the total Enterprise Cost which consist of cash equity in the amount of **NINE HUNDRED SEVENTY-SIX THOUSAND FOUR HUNDRED THIRTY FIVE PESOS (Php976,435.00)** and equity in kind amounting to **ONE MILLION ONE HUNDRED SIXTY NINE THOUSAND TWO HUNDRED TWENTY PESOS (Php1,169,220.00)** to be used exclusively for the enterprise.

Sec 3.05 Any increase or decrease in enterprise cost but not beyond the approved cost of business plan shall follow the approved financing mix and does not require amendment to EA. In case the subproject cost exceeds the amount stated, the PG will provide the additional amount.

Sec 3.06

The grant shall be allocated in accordance with the provisions of this Agreement, for expenditures incurred in respect to the approved costs of the Enterprise described and referred to in accordance with **Annex A (Work and Financial Plan)** and as provided in the submitted and approved **Annex B (Procurement Plan)** of this Agreement.

ARTICLE IV SUBPROJECT ACCOUNT AND RECORDS

Sec 4.01

The PG shall:

- a) Upon signing of this Agreement, establish and maintain current account in a Commercial Bank acceptable to the PSO and to CLGU;
- b) Maintain a financial management system and prepare financial statement in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations and financial condition of the participating PG;
- c) Establish and maintain accounts and books for the Enterprise, reflecting all expenditures and on withdrawals requested and received from the CLGU on the basis of the Statement of Receipts and Expenditures (SRE);
- d) Disburse the funds in accordance with the Subproject components to which the Grant were provided as presented in **Schedule 4 (Tentative Disbursement Schedule)** thereof;
- e) Retain, until ten (10) years after the Closing Date, all records, pertaining to or mentioned in Subsections (a) to (c) of this Section (including contracts, orders, invoices, bills, receipts, and other documents) evidencing the expenditures and payments on the accounts of the Enterprise, and enable the DA and LGU representatives to examine such records;
- f) Have its financial statements for the Project referred to above audited by independent auditors acceptable to the Bank, NPCO, PSO and CLGU. Each audit of these financial statements shall cover the period of one (1) calendar year of the participating PG;
- g) Furnish the CLGU thru the CPMIU as soon as available, but not later than two months, an original copy of the reports of such audits, of such scope and in such details as the CLGU shall reasonably request; and
- h) Furnish the CLGU such other information concerning the said separate accounts, records and expenditures and the audit thereof as CLGU may reasonably request from time to time.

ARTICLE V DUTIES AND RESPONSIBILITIES

Sec 5.01

The CLGU through the CityProgram Management and Implementing Unit (CPMIU) shall have the following duties and responsibilities:

- a) Make available to the Proponent Group (PG) the enterprise fund and its timely releases as per approved work and financial plan corresponding to the detailed implementation plan and/or program of works;
- b) Provide technical support to the Proponent Group in all aspects of enterprise development including conduct of capacity building interventions;

- c) Ensure that goods and works are procured in accordance to the Enterprise Development Operations Manual and Procurement Guidelines of PRDP;
- d) Assist the Proponent Group in installing financial records to facilitate proper disbursement of funds, liquidation and records keeping;
- e) Assign a focal person to conduct periodic monitoring and evaluation of enterprise implementation and operation and provide regular feedback to Proponent Group;
- f) Ensure adherence of the Proponent Group to PRDP processes as provided in the PRDP Enterprise Development Operations manual;
- g) Submit regularly the monitoring and evaluation reports to the RPCO as defined in the Results-Based Monitoring and Evaluation (RBME) Guidelines for PRDP; and
- h) Facilitate the turn-over to the Proponent Group of goods and works procured for the enterprise upon subproject completion thru a **Deed of Donation and Certificate of Turn-Over**.

Sec 5.02

The Proponent Group shall:

- a) Ensure smooth implementation of the enterprise according to the approved business plan and detailed implementation plan and/or program of works and in adherence to social and environmental standards;
- b) Ensure broad participation of farmers and other key stakeholders in the enterprise activities;
- c) Undertake Operations and Maintenance of the facilities and other properties relevant to the enterprise;
- d) Enable the CLGU and other entitles to examine goods and works procured and the operation thereof including relevant records and documents;
- e) Implement continuous capability building and capacity improvement for the enterprise and other farmers stakeholders;
- f) All expenses that will be incurred in the enterprise implementation in excess of the approved enterprise fund shall be fully assumed by the Proponent Group. However, if the actual cost incurred is lower than the approved amount, the Proponent Group may request the CLGU to reprogram the fund for similar project provided it shall not require additional funds from the province;
- g) Maintain financial records to properly disburse and liquidate enterprise funds; and
- h) Submit required physical and financial reports to the CLGU. These reports shall be made accessible to all PRDP implementing units.

ARTICLE VI SUBPROJECT EXECUTION

- Sec 6.01 The PG shall start the implementation of the enterprise, based on the presented **Schedule 5 (Implementation Plan)** and in accordance with the approved business plan, immediately from the date of the effectivity of this Agreement.
- Sec 6.02 Upon approval of this Agreement, the CLGU will release or cause the release of Grant to the PG in accordance with **Schedule 6 (Schedule of Requirements for the Release of Funds)** of this Agreement.
- Sec 6.03 The CLGU through the CPMIU shall:
- Monitor, supervise and evaluate the PG in the implementation of its Enterprise and its compliance with the obligations under this Agreement;
 - Assist the Proponent Group in the formation of a procurement committee as stated in Article VIII Sec 8.03 of this Agreement;
 - Assist in the review of the procurement of goods, services, civil works and equipment as well as works/outputs of consultants/contractors;
 - If the PG upon assessment is not capable in the procurement process of PRDP, the CLGU shall, in behalf of the PG, shall procure the goods, services or works necessary for the implementation of the enterprise; and
 - Ensure that the enterprise is implemented in accordance with the provisions of this Agreement, relevant laws, rules and regulations, and professional and technical standards.
- Sec 6.04 The PG shall:
- Submit monthly, quarterly and annual financial and physical progress reports regularly to CLGU through RPCO on or before due dates.
 - Comply with all the provisions applicable in the PRDP Operations Manuals and Guidelines in Subproject Implementation.
- Sec 6.05 In the procurement of infrastructure, goods, supplies, and consultancy services, the CLGU shall comply with the World Bank Procurement Guidelines and Republic Act No. 9184, known as the "Government Procurement Reform Act", their allied statutes and their respective Implementing Rules and Regulations and the NEDA Guidelines on the procurement of Consulting Services for Government Projects (Implementing Rules and Regulations) respectively.

ARTICLE VII MONITORING, REPORTING AND EVALUATION

- Sec 7.01 The CLGU, through the CPMIU, shall comply with the procedures and guidelines for monitoring and reporting as prescribed by the PRDP.
- Sec 7.02 The CLGU shall, on behalf of NPCO, PSO, and RPCO, undertake overall monitoring and evaluation of the performance of the PG in carrying out the tasks, responsibilities and obligations set forth in this Agreement.
- Sec 7.03 The WB, NPCO, PSO, RPCO and LGU shall audit, monitor and evaluate the progress and status of the implementation and management of the Enterprise. The findings of the monitoring team shall be forwarded to the
- gab

NPCO, PSO, and/or RPCO Directors, copies of which should be furnished to the CLGU and PG.

Sec 7.04 Status reports such as Statement of Receipts and Expenditures (SRE), and/or Monthly progress report on the Subproject shall be forwarded by the PG to the LGU on or before the 5th day of the ensuing month in such details and frequency as may reasonably be requested subject to validation by the CLGU and RPCO.

Sec 7.05 The PG shall allow the WB, NPCO, PSO, RPCO and LGU to conduct audit inspection and review of financial accounting records.

Sec 7.06 In the event that the performance of the PG falls short of the agreed objectives, targets or programs, the PG shall notify the LGU in writing of the necessary adjustments, modifications or amendments made or to be made, in accordance with the provisions of this Agreement without prejudice to the remedies available to the CLGU.

ARTICLE VIII OTHER COVENANTS

Sec 8.01 The PG shall be responsible for the bank charges or other expenses associated with remittances to and from the Enterprise Bank Account established by the PG in accordance with this Agreement.

Sec 8.02 The PG shall maintain a monitoring and record system reflecting all the funds released and the expenditures made for the execution of the Subproject.

Sec 8.03 The PG may manage the procurement of goods, works and services. This will depend on the established procurement capacity of the PG. The basic requirement/capacity of the PG to manage the procurement within the prescribed threshold shall include formation (if no existing procurement committee) of bidding/procurement committee, experience and knowledge on procurement/purchasing, and should have attended the procurement training under the PRDP.

Sec 8.04 The PG shall submit the Subproject Completion Report not later than three (3) months after the date of issuance of Certificate of Completion to the LGU.

Sec 8.05 Upon the issuance of the certificate of completion, the PG shall operate and maintain, or cause to be operated and maintained properly, the structures, systems and facilities constructed, installed or established under the Enterprise.

Sec 8.06 (a) Any notice or request required or permitted to be given or made in this Agreement shall be in writing and shall be deemed to have been duly given or made when delivered to PG; or such other address which the parties hereto may specify in writing.

(b) Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement under this Agreement, on behalf of the LGU, may be taken or executed by the Local Chief Executive (LCE) or his authorized representative.

(c) Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement, on behalf of the LGU, may be taken or executed by the LCE except those expressly reserved in this Agreement to be taken by the LGU's Sangguniang Panlungsod.

Sec 8.07 By mutual Consent, this Agreement or any part thereof may be changed, modified, revised and amended or supplemented, for the purpose of effective implementation and management of the subproject. All other parties

- Sec 9.05 In case of cancellation of EA due to the force majeure, as stated in **Section 9.01 (d)**, the amount disbursed and paid for the actual accomplishment of the subproject may not be returned however, any unexpended and/or unliquidated balance should be returned not later than two months from the receipt of the notice of approval of cancellation of EA.
- Sec 9.06 In case of cancellation upon the request of PG as stated in **Section 9.03 (d)**, the total amount of grant released should be returned within two months after receipt of notice of approval of the cancellation.
- Sec 9.07 The PGs whose EA were cancelled but did not refund or return the grant funds in full to CLGU will not be considered for on-going and future projects and programs of the DA and CLGU, without prejudice to the filing of case against the responsible officials of PG.
- Sec 9.08 **Failure to comply with Operation Plan:** Should the PG fail to properly operate the enterprise in accordance with **Schedule 10 (Operational Plan)** and assessment criteria, for a continuous period of one (1) year without justifiable cause and within the ten (10) year period from issuance of Certificate of completion, the CLGU shall have the right to recover ownership over the facilities and/or equipment which are covered by this Agreement subject to existing laws, rules and regulations.

ARTICLE X GENERAL PROVISIONS

- Sec 10.01 **Amendments and Effectiveness.** The parties may, by mutual agreement, amend, alter, or modify this Agreement anytime through the addendum signed by both parties. The Agreement shall take effect on the date of signing of both parties, unless sooner terminated by either party, provided further that such termination will not prejudice any on-going subproject.

IN WITNESS WHEREOF, the partners have duly executed this Agreement on the day and year set forth hereinabove.

By:

HON. RICHARD I. GOMEZ
City Mayor
Ormoc City, Leyte
As per SP Resolution No. 2019-017

MR. AMANDO P. APODERADO
OCJPA- President
Proponent Group

WITNESSES:

HON. TOMAS R. GERAPICA
Committee Incharge on Agriculture,
Fishery and Agrarian Reform

FRANCISCO F. MORALDE JR.
OCJPA Vice chairman

MARIA CLEOTA A. MENDOZA
City Agriculturist

ALICIA C. BAGUION
OCJPA Treasurer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY

BEFORE ME, this _____ day of 20 Feb 2019 201____ at ORMOC CITY
personally appeared: _____

Name	Competent Evidence of Identity	Date/Place of Issue
RICHARD I. GOMEZ	DLA NO1 - 85 - 028343	
AMANDO APODERADO	OSCH H 004638	

Known to me to be the same persons who executed the foregoing agreement, and acknowledged that the same are their own free act and deed and those of the offices they represent.

This instrument, consisting of 10 pages, including the page on which this acknowledgement is written, has been signed by abovementioned parties and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand on the date and place above written.

ADM. & PAPER G. BATAAN-TOLIDAO
 Notary Public for City of Ormoc, Municipalities of
 Koro, Jaga, Matag-on, Merida and Lapele, Leyte
 National Commission No. 017419-11-013
 Commission until December 31, 2020
 2/F Banzil Bldg., Bonifacio St., Ormoc City
 Roll No. 58859
 188 No. 068242, Leyte Chapter, 01-10-2019
 PT No. 5885152, Ormoc City, 01-10-2019
 188 No. 068242, Leyte Chapter, 01-10-2019
 PT No. 5885152, Ormoc City, 01-10-2019

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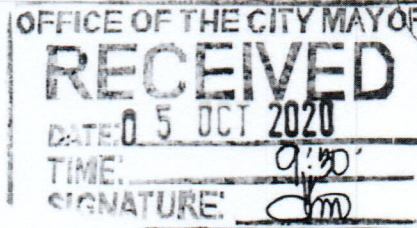
Annex C1

OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

2 October 2020

MAYOR RICHARD I. GOMEZ
Ormoc City



Thru: MA. VICTORIA LYRA P. DELA CERNA
City Gov't, Asst. Dept. Head I

Dear Ms. Dela Cerna:

This has reference to your letter requesting for review of the Deed of Donation to be entered into by and between the City Government of Ormoc and the Ormoc City Jackfruit Producers Association (OCJPA).

The donation of the said property to the Jackfruit Planters Association is in line with the Enterprise Investment Agreement, signed last February 20, 2019, where the city identified Jackfruit Enterprise as its priority subproject for the Philippine Rural Development Project (PRDP). The project is intended to strengthen the agri-fishery enterprise in targeted program areas.

After review of the Deed of Donation, with few revisions to provide detail and clarity of the subject property, the undersigned finds nothing legally objectionable therein. The same is not contrary to law, morals, public order or public policy much less detrimental to the best interest of LGU-Ormoc City. A copy of the revised draft Deed of Donation is attached to this recommendation.

Thus, we recommend that the draft Deed of Donation be endorsed to SP for the issuance of a Resolution granting the City Mayor the authority to enter into and sign the said agreement in behalf of LGU-Ormoc City pursuant Section 22 (c) in relation to Section 455 (b) 1 (vi) of R.A. No. 7160 (Local Government Code).

This comment/opinion is hereby being rendered based on the documents submitted without prejudice to contrary opinion from competent authorities or ruling of proper court.

For your consideration,

Most Respectfully,

ATTY. ANNE VERNADICE A. AREÑA
Attorney III

WITH CONFORMITY:

ATTY. JOSEPHINE A. MEJIA-ROMERO
City Legal Officer

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