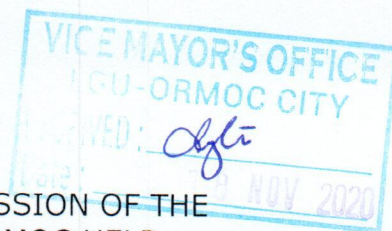


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 17, 2020

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member
Roiland H. Villasencio,	SP Member, Majority Floor Leader
Tomas R. Serafica,	SP Member
Nolito M. Quilang,	SP Member, Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member
Jasper M. Lucero,	SP Member
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. 2020-375

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN THE
MEMORANDUM OF AGREEMENT (MOA) BY AND
BETWEEN THE AGRICULTURAL TRAINING INSTITUTE
- RTC 8 AND THE CITY GOVERNMENT OF ORMOC,
FOR THE ENHANCEMENT OF THE FARMERS
INFORMATION AND TECHNOLOGY SERVICES CENTER
UNDER THE RICE COMPETITIVENESS ENHANCEMENT
FUND (RCEF).**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated October 12, 2020 from the Office of the City Mayor, endorsing a request for the issuance of a Resolution granting the City Mayor or Acting City Mayor the authority to sign the Memorandum of Agreement (MOA) to be entered into by and between the Agricultural Training Institute - RTC 8 and the City Government of Ormoc, for the enhancement of the Farmers Information and Technology Services (FITS) Center under the Rice Competitiveness Enhancement Fund (RCEF), a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Opinion dated October 17, 2020, the City Legal Office finds nothing legally objectionable in the said MOA 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 B" and made an integral part hereof;

A handwritten signature in the bottom right corner of the page.

WHEREAS, as the lead agency in extension services under the Rice Competitiveness Enhancement Fund (RCEF), the Agricultural Training Institute (ATI) has come up with strategies to enhance the access of the rice farmers to information relevant to them. Among these is the collaboration with Farmers' Information and Technology Services (FITS) Centers nationwide to deliver information and technology services in the barangay level;

WHEREAS, under the extension component, ATI aims to enhance the access to information of the rice farmers by tapping the Farmers' Information and Technology Services (FITS) Centers in the identified priority areas. This is by supporting FITS Centers that are located in the city local government units (LGUs) to establish "satellite" FITS Centers in selected barangays in their area to be known as "Barangay FITS Kiosks". Through this, ATI aims to make information more accessible and available to the target beneficiaries of RCEF as well as increase awareness and understanding of the farmers in the countryside towards RTL, RCEF, and DA's rice-related programs and services;

WHEREAS, Ormoc City is a rice-producing city and is one of the target areas for the RCEF;

WHEREAS, LGU-Ormoc City established its FITS Center in January 31, 2007 and is one of the most active FITS Centers in Eastern Visayas;

WHEREAS, the subject MOA clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same, and this Sanggunian, upon thorough review, finds that the same is entered into for the best interests of the City and its constituents, and therefore, is most 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 Esteban V. Laurente, Nolito M. Quilang, Roiland H. Villasencio, Vincent L. Rama, Lalaine A. Marcos, Joan Marbie C. Simbajon, Peter M. Rodriguez, Eusebio Gerardo S. Penserga, Gregorio G. Yrastorza III; 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 ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) BY AND BETWEEN THE AGRICULTURAL TRAINING INSTITUTE - RTC 8 AND THE CITY GOVERNMENT OF ORMOC, FOR THE ENHANCEMENT OF THE FARMERS INFORMATION AND TECHNOLOGY SERVICES CENTER UNDER THE RICE COMPETITIVENESS ENHANCEMENT FUND (RCEF);

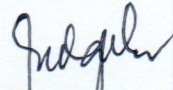
ADOPTED, November 17, 2020.

RESOLVED, FURTHER, that a copy of the final notarized Memorandum of Agreement (MOA) 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; Agricultural Training Institute - RTC 8 and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.



NONILYN D. GALANO
OIC-SP Secretary
Supervising Administrative Officer
(Board Secretary IV)

ATTESTED:



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

MEMORANDUM OF AGREEMENT**ENHANCEMENT OF THE FARMERS' INFORMATION AND TECHNOLOGY SERVICES
CENTER UNDER THE RICE COMPETITIVENESS ENHANCEMENT FUND (RCEF)****KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement entered into by and among:

The **AGRICULTURAL TRAINING INSTITUTE - RTC 8**, the extension and training arm of the Department of Agriculture, herein represented by its Center Director, **HAZEL GRACE T. TAGANAS**, with official address at VSU, Baybay City, Leyte and hereinafter referred to as **ATI-RTC 8**;

and

The **LGU - ORMOC CITY**, a government organization herein represented by **Hon. RICHARD I. GOMEZ**, City Mayor, with official address at Ormoc City, Leyte and hereinafter referred to as the **LGU - ORMOC CITY**;

WITNESSETH:

WHEREAS, as the lead agency in extension services under the Rice Competitiveness Enhancement Fund (RCEF), the Agricultural Training Institute (ATI) has come up with strategies to enhance the access of the rice farmers to information relevant to them. Among these is the collaboration with Farmers' Information and Technology Services (FITS) Centers nationwide to deliver information and technology services in the barangay level;

WHEREAS, under the extension component, ATI aims to enhance the access to information of the rice farmers by tapping the Farmers' Information and Technology Services (FITS) Centers in the identified priority areas. This is by supporting FITS Centers that are located in the city local government units (LGUs) to establish "satellite" FITS Centers in selected barangays in their area to be known as "**Barangay FITS Kiosks**". Through this, ATI aims to make information more accessible and available to the target beneficiaries of RCEF as well as increase awareness and understanding of the farmer in the countryside towards RTL, RCEF, and DA's rice-related programs and services.

WHEREAS, Ormoc City is a rice-producing city and is one of the target areas for the RCEF;

WHEREAS, LGU - Ormoc City established its FITS Center in January 31, 2007 and is one the most active FITS Centers in Eastern Visayas;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties do hereby mutually agree on the following:

Obligations of the ATI-RTC 8:

1. Provide fund for the materials and services needed thru fund transfer to LGU-Ormoc City in the amount of **One hundred forty-five thousand pesos only (Php145,000.00)** to be utilized as follows, subject to the usual accounting and auditing rules and regulations:
 - a. The five identified barangays shall have a budget of **Php25,000 each** for the creation/establishment of a display of IEC materials in strategic/accessible locations. IEC materials can be flyers, brochures, posters, magazines, and guides related to RCEF and its components, rice farming technologies, and other relevant information. The budget shall also cover the expenses for the FITS kiosk signage to be installed by the barangay LGU; and
 - b. The remaining **Php20,000** from the total funds shall be used for the enhancement of the FITS Center – Ormoc City to be used to a) conduct a briefing for the staff of the five selected barangay LGUs regarding RCEF and its components; and b) complement the FITS Center IEC/ICT strategies through the display, dissemination, packaging, and/or reproduction of materials, and provision of technology advisory services related to RCEF and the rice industry.
2. Coordinate with ATI-SD and other institutions in their area - such as the Partner Member Agency (PMA); DA bureaus, attached agencies, and regional field offices; and state universities and colleges—for the provision of IEC materials to the FITS Center and Barangay FITS Kiosks enhanced under RCEF;
3. Conduct capability-building and updating activities on RCEF services and rice technologies, such as briefings, seminars, training, if necessary, for FITS Center/Kiosk staff and/or the Magsasaka Siyentista (MS); and
4. Conduct monitoring and documentation of the project.

Obligations of LGU – Ormoc City's FITS Center:

1. Institutionalize the promotion of RCEF and the DA's Rice Program as part of their services;
2. Provide complementary manpower for the delivery of rice- and RCEF-related information and technology services to clients;
3. Identify **5** rice-producing barangays as sites for the Barangay FITS Kiosks;
4. Conduct briefing/orientation for Barangay FITS Kiosk staff regarding RCEF and other relevant information, which can also be coordinated with concerned agencies such as the ATI-RTC 8;
5. Assist and supervise the Barangay FIT Kiosks in the implementation of the project;
6. Develop, translate, package, and disseminate IEC materials related to rice and RCEF, including any best practices;
7. Support local rice farmers including the MS in adopting and promoting rice production practices and technologies;

8. Ensure the accessibility of FITS Center services during office hours to farmer-visitors and other stakeholders requesting for information, advisory, and other related services on rice and RCEF;
9. Promote the services of the FITS Center and Barangay FITS Kiosks to targeted clients;
10. Gather IEC materials related to rice and RCEF from other institutions, for distribution to clients;
11. Ensure that the materials, supplies, and other provisions provided under the project are properly used and/or maintained in good condition;
12. Liquidate in a timely manner the funds transferred to LGU-Ormoc City in the amount of **one hundred forty-five thousand pesos only (PhP145,000.00)** for the establishment of the 5 Barangay FITS Kiosks subject to the government's accounting and auditing guidelines;
13. Distribute the allocated fund of **Twenty-five thousand pesos (PhP 25,000.00)** to each of the **5** concerned Barangays for the establishment of the respective Barangay FITS Kiosks subject to timely liquidation and submission to the City Agriculture Office; and,
14. Prepare and submit consolidated monthly accomplishment reports of the FITS Center and Barangay FITS Kiosks to the ATI-RTC 8.

EFFECTIVITY

This Agreement shall take effect immediately upon signing by all parties and shall be in full force and effect until the satisfactory fulfillment of all its terms and conditions. Any amendment and/or modification to this Agreement shall be made in writing upon mutual consent by both parties concerned.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signature this _____ day of _____ at _____.

Department of Agriculture	
AGRICULTURAL TRAINING INSTITUTE- RTC 8	FITS Center – Ormoc City
By: _____	By: _____
HAZEL GRACE T. TAGANAS TCS II	RICHARD I. GOMEZ CITY MAYOR
WITNESSES	
MELINDA P. PETALCORIN Information Officer II	MARIA ELENA A. MENDOZA City Agriculturist/FITS Center Manager

Funds Available:

IVY MARIE T. SACAY
Accountant I

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Leyte) S. S.
City of Baybay)

BEFORE ME, a Notary Public for in the City of Baybay, Leyte, Philippines personally appeared the following:

Name	CTC No./Valid ID	Place Issued/ Issuing Officer
HAZEL GRACE T. TAGANAS	OSEC-DAB-TRNCS II-21-1998	ATI-CO, Quezon City
RICHARD I. GOMEZ		

Known to me as the same persons who executed the foregoing instrument, consisting of 4 pages including this page where this Acknowledgment is written. The parties and their instrument witnesses signed all the pages thereof and acknowledged to me the same is their own free and voluntary act and deed and those of the entities which they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2020 at _____.

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

cmw

Annex 'B'

OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte



17 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:

The undersigned, after review of the draft MOA to be entered into by the Agricultural Training Institute – RTC 8 and the City of Ormoc, finds nothing legally objectionable therein. The same is also not contrary to law, morals, good customs and public policy.

It is then recommended that the MOA be endorsed to the SP for the issuance of the resolution granting the City Mayor the authority to sign the same. It is further recommended that offices mentioned in the said agreement be notified of this MOA.

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.

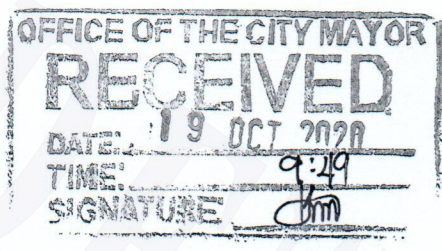
For your consideration.

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

