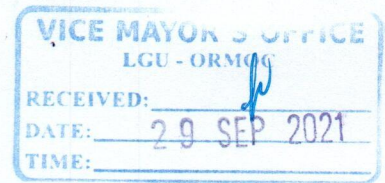


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 SEPTEMBER 28, 2021



PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member, Majority Floor Leader
Roiland H. Villasencio,	SP Member, 1 st Asst. Majority Floor Leader
Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang,	SP Member, 2 nd 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. 2021-273

A RESOLUTION GRANTING THE CITY MAYOR RICHARD I. GOMEZ THE AUTHORITY TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) FOR AND IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE PHILIPPINE CENTER FOR POSTHARVEST DEVELOPMENT AND MECHANIZATION (PHILMECH), FOR THE PROVISION OF A 4WD FARM TRACTOR.

WHEREAS, the 15TH Sangguniang Panlungsod ng Ormoc received an endorsement letter from the Office of the City Mayor on September 17, 2021 for consideration of a Memorandum of Agreement (MOA) to be entered into by the Local Government Unit of Ormoc (LGU-ORMOC) and the Philippine Center For Postharvest Development and Mechanization (PHILMECH), for the provision of a 4WD Farm Tractor, represented by its Director, Baldwin G. Jallorina, Ph.D., a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, the PhilMech through Section 13(a) of RA 11203 otherwise known as the Rice Tariffication Act, is tasked to spearhead and implement the Mechanization Component of the Rice Competitiveness Enhancement Fund (RCEF);

WHEREAS, the RCEF- Mechanization Component aims to make accessible the appropriate rice production and postharvest machinery and equipment through the establishment of farm machinery and equipment;

WHEREAS, the RCEF- Mechanization Component provides farm machinery and equipment to enable small farmers improve their productivity through appropriate and efficient mechanization technologies;

WHEREAS, the LGU-ORMOC has signified its intent to avail the program of the RCEF;

WHEREAS, the LGU-ORMOC is among the stakeholders of the rice industry, qualified and passed the accreditation requirements to receive the projects and willing to collaborate in the implementation of the program;

WHEREAS, the LGU-ORMOC has the competence to promote mechanized farming practices and adoption of production and processing methods in the city, empowering of farmer and continuing education of consumers, and bringing the program to the grassroots;

WHEREAS, after review of the draft MOA by the City Legal Officer of the City she finds nothing legally objectionable therein considering that the same is in order, not contrary to law, morals or public policy and not detrimental to the best interest of the City, hence, recommending that the aforementioned MOA be endorsed to this august Body for the issuance of a Resolution granting the City Mayor the authority to enter into agreement in behalf of LGU-ORMOC pursuant to Section 22(c) in relation to Section 455(b)(vi) of R.A. No. 7160 (Local Government Code);

WHEREAS, upon close and thorough review, this Sanggunian finds that the aforementioned MOA is advantageous and for the best interest of the City, especially the rice farmers and to the community as a whole;

NOW THEREFORE, on joint motion of SP Member Tomas R. Serafica, Chairman of the Committee on Agriculture, Fisheries, and Agrarian Reform and SP Member Benjamin S. Pongos Jr., Chairman of the Committee on Laws and Ordinances, severally seconded by SP Members Esteban V. Laurente, Lalaine A. Marcos, Gregorio G. Yrastorza III and Peter M. Rodriguez; be it

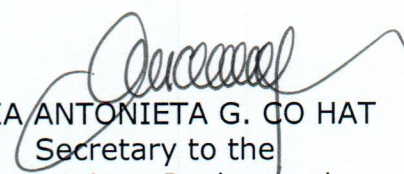
RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING THE CITY MAYOR RICHARD I. GOMEZ THE AUTHORITY TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) FOR AND IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE PHILIPPINE CENTER FOR POSTHARVEST DEVELOPMENT AND MECHANIZATION (PHILMECH), FOR THE PROVISION OF A 4WD FARM TRACTOR;

ADOPTED, September 28, 2021.


RESOLVED FURTHER, that copies of this resolution be furnished each to the City Mayor; City Legal Office; the City Administrator; City Agriculture Office; the Philippine Center for Postharvest Development And Mechanization (PHILMECH), represented by its Director, Baldwin G. Jallorina; the City Local Government Operations Officer-DILG; for their information and guidance.

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. GO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


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

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The **PHILIPPINE CENTER FOR POSTHARVEST DEVELOPMENT AND MECHANIZATION**, a government agency attached to the Department of Agriculture, with principal office address at CLSU Compound, Science City of Muñoz, Nueva Ecija, represented by its Director IV, **BALDWIN G. JALLORINA, PhD.**, herein referred to as the "**PHilMech**";

-and-

The **(NAME OF CLGU/MLGU BENEFICIARY)**, with office address at (Barangay, City/Municipality, Province), represented by the City/Municipal Mayor, **(NAME OF CITY/MUNICIPAL MAYOR)**, herein referred to as the "**Beneficiary**".

WITNESSETH:

WHEREAS, the PHilMech through Section 13(a) of RA 11203 known as the Rice Tariffication Act, is task to spearhead and implement the Mechanization Component of the Rice Competitiveness Enhancement Fund (RCEF);

WHEREAS, the RCEF - Mechanization Component aims to make accessible the appropriate rice production and postharvest machinery and equipment through the establishment of Farm Machinery and Equipment;

WHEREAS, the RCEF - Mechanization Component provides Farm Machinery and Equipment to enable small farmers improve their productivity through appropriate and efficient mechanization technologies;

WHEREAS, the Beneficiary through Resolution No. ____, dated (Month, Day, Year) has requested the PHilMech to avail on the program for the use of its members and farmer-constituents, a copy of which is hereto attached as "Annex A";

WHEREAS, the Beneficiary is among the stakeholders of the rice industry, qualified and passed the accreditation requirements to receive the projects and willing to collaborate in the implementation of the program;

WHEREAS, the Beneficiary has the competence to promote mechanize farming practices and adoption of production and processing methods in the municipality, empowering of farmers and continuing education of consumers, and bringing the program to the grassroots;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants hereinafter set forth, the parties hereto agree on the following terms and conditions:

I. PROJECT SCOPE

This agreement shall cover the implementation of the project entitled "Rice Competitiveness Enhancement Fund - Mechanization Component".

II. DUTIES AND RESPONSIBILITIES

A. The PHilMech shall:

1. Conduct validation on the eligibility and capability of the Beneficiary to operate the facility/machinery/equipment;
2. Prepare estimates and technical specifications of the facility/machinery/equipment requirements of the program;

Fund Source: _____

3. Procure through public bidding all the facility/machinery/equipment requirements of the program which includes a) _____ b) _____, in accordance to the procurement law and other DA memorandum circulars;
4. Monitor and supervise the delivery, construction and installation of the facility/machinery/equipment in conformity with the approved work plans;
5. In coordination with the supplier and test engineers, assist in the conduct of testing and debugging of the facility/machinery/equipment;
6. Train the Beneficiary on the proper handling and operations of the facility/machinery/equipment;
7. Prepare Acknowledgement Receipt and Property Acknowledgement Receipt properly acknowledged by the Beneficiary and turn-over the project to the Beneficiary;
8. Monitor the utilization, operation and maintenance of the facility/machinery/equipment; and
9. Repossess the facility/machinery/equipment from the farmer organization when found not being used according to its purpose and objectives, or not being utilized and/or maintained properly.

B. The Beneficiary shall:

1. Provide an area with shed for the project a) _____ b) _____;
2. If necessary, shall secure all legal documentations e.g. permit to operate from DENR, LGU, etc. and shall have full accountability to any problem or issue arising from it;
3. Assist and provide sufficient area and materials needed during the testing/debugging and evaluation of the facility/machinery/equipment;
4. Select and designate operator/s of the facility/machinery/equipment to be trained;
5. Acknowledge the receipt of the facility/machinery/equipment;
6. Shoulder the operation and maintenance cost of the facility/machinery/equipment;
7. Maximize the utilization of the facility/machinery/equipment in accordance to its intended use through allowing access and use to farmer folks and shall not in any way sell or mortgage the same;
8. Strategize the recovery scheme of the project and formulate an operational plan;
9. Operate and manage the project according to its purpose and prescribe model, and be responsible for the security of all the facility/machinery/equipment;
10. Keep and maintain records of transactions accessible to the monitoring and evaluating team of the project;
11. Regularly submit status report of the project to PHilMech;
12. Shall assume responsibility in case the facility/machinery/equipment was lost, sold and/or mortgaged and shall pay the assessed cost; and
13. Allow PHilMech to repossess the facility/machinery/equipment when found not being used according to its purpose and objectives, or not being utilized and/or maintained properly, and in case of violation of the provisions of this Memorandum of Agreement.

BALDWIN G. JALLORINA, PhD.

JOEL V. DATOR

CITY/MUNICIPAL MAYOR

CLGU/MLGU WITNESS



Fund Source: _____

III. EFFECTIVITY AND AMENDMENT

This agreement shall take effect immediately on the date of signing hereof by the parties concerned and shall be terminated upon satisfactory fulfillment of all terms and conditions embodied herein. Any modification or amendment to this agreement as proposed either by the parties or their successors in the office shall be mutually agreed upon in writing by the parties hereto or their successors in office.

IN WITNESS THEREOF, the parties through their duly authorized representatives hereunto affix their signatures this day of _____, 2021 at _____.

PHILIPPINE CENTER FOR POSTHARVEST
DEVELOPMENT AND MECHANIZATION

NAME OF CLGU/MLGU BENEFICIARY

BALDWIN G. JALLORINA, PhD.
Director IV

City/Municipal Mayor

WITNESSES:

IOEL V. DATOR
Chief, FMFOD

City/Municipal Agriculturist

ACKNOWLEDGEMENT

Republic of the Philippines }
Province of Nueva Ecija }
S.S.

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

NAME	VALID ID NUMBER	DATE/PLACE ISSUED
<u>Baldwin G. Jallorina, PhD.</u>	<u>PhilMech Employee No. 515-DG</u>	<u>January 2018/ Muñoz, Nueva Ecija</u>

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.

This instrument consists of three (3) pages, including the page on which this Acknowledgement is written, signed on each and every page thereof by parties/witnesses, and sealed with my notarial seal.

WITNESS MY HAND SEAL, this ____ day of _____, 2021 at _____,
_____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021

