

Republic of the Philippines
Province of Davao del Norte
CITY OF TAGUM

BEFORE THE 4TH CITY COUNCIL

EXCERPT FROM THE MINUTES OF THE 60th REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON SEPTEMBER 8, 2008 AT THE SP SESSION HALL.

PRESENT:

Hon. ALLAN L. RELLON, MPA,	City Vice Mayor (Presiding Officer)	
Hon. MARIA LINA F. BAURA,	Member	
Hon. ROBERT L. SO,	Member	
Hon. DE CARLO L. UY,	Member	
Hon. RAYMOND JOEY D. MILLAN,	Member	
Hon. VICENTE C. ELIOT, SR.,	Member	
Hon. JOEDEL T. CAASI,	Member	
Hon. NICANDRO T. SUAYBAGUIO, JR.,	Member	
Hon. REYNALDO T. SALVE,	Member	
Hon. FRANCISCO C. REMITAR,	Member	
Hon. CYRIL LEONARD L. MURING,	Member	(SKF Representative)
ON OFFICIAL BUSINESS: _		
Hon. ALAN D. ZULUETA,	Member	
Hon. ALFREDO R. PAGDILAO,	Member	(ABC Representative)

RESOLUTION NO. 461, s-2008

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. REY T. UY, TO ENTER INTO AND SIGN FOR AND IN BEHALF OF THE CITY OF TAGUM THE MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF AGRICULTURE REGIONAL FIELD UNIT XI THRU REGIONAL EXECUTIVE DIRECTOR, ASSISTANT SECRETARY ROGER C. CHIO, AND THE CITY GOVERNMENT OF TAGUM FOR THE IMPLEMENTATION OF TAGUM CITY'S MANGROVE REFORESTATION AND AQUACULTURE DEVELOPMENT PROGRAM.

WHEREAS, RA 8435 otherwise known as the Agriculture and Fisheries Modernization Act or AFMA aims to strengthen the Agriculture and Fishery sectors through modernization and greater participation among the Local Government Units (LGUs), farmers and fisherfolks, non-government organizations and people's organizations;

WHEREAS, the Local Government Code of 1991 allows the Department of Agriculture (DA), a national agency, to implement nationally funded projects through joint undertakings with the Local Government Units (LGUs);

WHEREAS, to actively implement the major thrusts of the city government and ably support and complement the over-all program of the national government through "GMA-CARES", the City of Tagum is vigorously implementing the City's Mangrove Integrated Reforestation and Aqua-Coastal Livelihood Enhancement (MIRACLE) Project;

WHEREAS, the Department of Agriculture through its Regional Field Unit is implementing the National Government Banner Program on Food Security and Sufficiency in partnership with the LGU implement this project funds counterparting scheme for an efficient and effective utilization of government resources;

WHEREAS, there is a need for the Sangguniang Panlungsod of Tagum to immediately pass a resolution relative to the implementation of the project to facilitate the smooth turn over of funds and effect its realization;

NOW THEREFORE, be it resolved by the 4th City Council of Tagum to authorize the City Mayor, Hon. Rey T. Uy, to enter into and sign for and in behalf of the City of Tagum the Memorandum of Agreement between the Department of Agriculture Regional Field Unit XI thru Regional Executive Director, Assistant Secretary Roger C. Chio, and The City Government Of Tagum for the Implementation of Tagum City's Mangrove Reforestation and Aquaculture Development Program.

RESOLVED FURTHER, that the full text of the Memorandum of Agreement shall be read as follows:

MEMORANDUM OF AGREEMENT
for the implementation of Tagum City's Mangrove Reforestation and Aquaculture Development Program simply known as the City's MIRACLE Project

KNOW ALL MEN BY THERE PRESENTS:

The **DEPARTMENT OF AGRICULTURE REGIONAL FIELD UNIT XI**, a government agency with office address at F. Bangoy St., Davao City, represented herein by its Regional Executive Director **ROGER C. CHIO, CESO III** herein after referred to as "**DA-RFU XI**";

-and-

The **CITY OF TAGUM** with office address at Rizal St., Tagum City, Davao del Norte represented herein by its City Mayor **HON. REY T. UY**, hereinafter referred to as the "**LGU**";

WITNESSETH:

Whereas, RA 8435 otherwise known as **AGRICULTURE AND FISHERIES MODERNIZATION ACT** or **AFMA** aims to strengthen the Agriculture and Fishery sector through modernization, greater participation among the Local Government Units (LGUs), farmers and fisherfolks, non-government organizations, and people empowerment;

Whereas, the Local Government Code of 1991 allows the Department of Agriculture (DA), a National Agency, to implement nationally funded projects jointly with the Local Government Units (LGUs);

Whereas, three of the major thrusts of the City Government under Hon. Rey T. Uy, City Mayor, are Agricultural Productivity/Livelihood Development & Promotion, Environment and Tourism Development and Employment Generation which shall all contribute to the attainment of food security & sufficiency, poverty alleviation through jobs generation, and environmental protection, preservation and enhancement in this part of the region;

Whereas, to actively implement the major thrusts of the City Government and ably support and complement the over-all program of the National Government, "GMA-CARES", the City of Tagum is vigorously implementing the City's Mangrove Integrated Reforestation and Aqua-Coastal Livelihood Enhancement (MIRACLE) Project;

Whereas, the **DEPARTMENT OF AGRICULTURE** through its Regional Field Unit is implementing the **NATIONAL GOVERNMENT BANNER PROGRAM ON FOOD SECURITY AND SUFFICIENCY** in which the program's goal is to empower and enable the farmers and fisherfolks through its Local Government Units in order to increase their contribution to economic growth and development as well as increasing their awareness to environmental protection and preservation thus assuring the farmers' and fisherfolks' increased income and enhancing consumers' health and welfare to complement the thrust of **HER EXCELLENCY PRESIDENT GLORIA MACAPAGAL – ARROYO's** Food Security Program;

FURTHERMORE, the project implementation shall be through efficient use of resources of both the DA RFU XI and the LGU; in which a COUNTERPARTING SCHEME is appropriate to effect such;

NOW THEREFORE, for and in consideration of the mutual covenants and premises hereinafter set forth, the parties hereto agree as follows:

ARTICLE I
SCOPE

One of the three main objectives of the PROGRAM is to help ensure FOOD SECURITY AND SUFFICIENCY by a sustainable production of available, safe, nutritious and affordable high value marine and brackish-based food resources while increasing income opportunities for producers

-over-

and entrepreneurs and to improve access to local and foreign markets and develop niche markets. Under the PRODUCTION SUPPORT SERVICES component of the program, specific MACHINERY/IES and/or FACILITY/IES will be provided under liberal credit terms or cost sharing arrangements with FARMER ORGANIZATION (FOs) and/or LOCAL GOVERNMENT UNITS (LGUs). The DA RFU – XI and the CITY OF TAGUM opted to have a cost sharing arrangement and thus agreed to pool their scarce resources to enable them to rehabilitate and re-plant the mangrove areas, construct and maintain a mangrove nursery, de-silt and de-clog the existing waterways, dismantle all illegal structures and relocate its occupants to appropriate areas, develop an underwater marine park and establish and maintain a fish sanctuary with preserved coral areas under the City's **MIRACLE** Project. The total project cost is **Thirty Million Pesos (P 30,000,000.00)** of which DA RFU – XI will initially provide **Two Million Pesos (P 2,000,000.00)** as counterpart fund, while the City Government's counterpart is **Ten Million Pesos(P 10,000,000.00)** .

ARTICLE II RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

The **DA-RFU XI** shall:

- a) Evaluate and review project proposal of the LGU and consequently approve the same upon submission of a CITY COUNCIL RESOLUTION authorizing the Honorable Mayor of the LGU to negotiate, obtain, enter, contract and sign for and in behalf of the City the MEMORANDUM OF AGREEMENT with DA RFU – XI with regards to counterparting scheme to include adoption of the same agreement and project proposal;
- b) Allocate the required counterpart fund in the amount of **TWO MILLION PESOS (P 2,000,000.00)** and disburse the same fund as grant to the LGU for the Construction and Rehabilitation of the City's Mangrove areas as the identified project under the program in accordance with government accounting rules and regulations;
- c) Extend technical services as may be needed by the LGU relative to project preparation and implementation;
- d) Monitor the implementation of the said program in accordance with its approved work plan and reserve the right to intervene and institute corrective measures in case of non-compliance with the stipulations of this agreement.

The **LGU** shall:

- a) Submit to DA RFU – XI a letter of intent and project proposal for the counterparting program considering the operation of the project must be part of the CITY AGRICULTURAL DEVELOPMENT PLAN FRAMEWORK and must contribute to Agricultural and Fishery Modernization and shall conform to the components of AFMA;
- b) Submit a CITY COUNCIL RESOLUTION authorizing the Honorable Mayor of the LGU to negotiate, obtain, enter, contract and sign for and in behalf of the City the MEMORANDUM OF AGREEMENT with the DA RFU – XI with regards to COUNTERPARTING SCHEME to include adoption of the same agreement and project proposal by the CITY COUNCIL OF TAGUM CITY;
- c) Allocate the required counterpart fund in the amount of **TEN MILLION PESOS (P 10,000,000.00)** based on the proposal and facilitate the construction and rehabilitation of the mangrove areas as the identified project under the program in accordance with government accounting rules and regulations;
- d) Issue an official receipt for the **TWO MILLION PESOS (P 2,000,000.00)** counterpart funds transferred by **DA-RFU – XI** and submit **REPORT OF DISBURSEMENT** audited and certified by the **COMMISSION ON AUDIT** of the City;
- e) The LGU shall be responsible for the conduct of pre-engineering surveys and investigations, preparations of detailed designs, program of work and detailed estimates;
- f) The LGU shall be responsible for securing and complying with the legal requirements related to construction, such as road-right-of-way, water right easements permits, legal fees or charges and other similar requirements;

- g) Open for inspection by **DA-RFU – XI** authorized representative, the book of account and related documents and authorize the personnel of **DA-RFU – XI** to inspect and monitor the implementation of the project;
- h) The LGU shall open and maintain a separate trust liability account for the **DA-RFU – XI** counterpart fund with any government authorized depository bank;
- i) The LGU shall be responsible for the continuous maintenance of the completed project. For this purpose, the LGU shall include on its maintenance program under its annual budget for government structures at the mangrove areas by this agreement;
- j) Return/refund to **DA-RFU – XI** any amount which remains unused after the completion of the project and any disallowed amount after the financial audit;
- k) Submit monthly progress reports to **DA-RFU – XI** or such other reports that DA RFU – XI may require from time to time.

3) MISCELLANEOUS:

- a) The Agreement made by the parties maybe amended only in writing and signed by authorized representatives of both parties. All amendment(s), which will be appended to this agreement, shall be in writing and delivered to the address of the parties indicated herein.

IN WITNESS WHEREOF, the parties through their duly authorized representatives hereunto affixed their signatures this 10th day of September 2008 at Tagum City, Davao del Norte, **Philippines**.

**DEPARTMENT OF AGRICULTURE
REGIONAL FIELD UNIT-XI**

CITY OF TAGUM

ROGER C. CHIO, CESO III
Regional Executive Director

HON. REY T. UY
City Mayor

Signed in the presence of

ENGR. ONOFRE M. NUGAL
RAED Chief

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF DAVAO) S.S.

In Davao City, Philippines this _____ day of _____, 2006 before me a Notary Public in and for the said City personally came and appeared before me:

NAME	RES. CERT. #	ISSUED ON	ISSUED AT
Hon. Rey T. Uy	_____	_____	_____
Dir. Roger C. Chio	_____	_____	<u>Davao City</u>

Known to me and known to be the same persons who executed the foregoing documents and acknowledged to me that the same is their free and voluntary act and deed.

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

Notary Public

Doc, No. _____
Page No. _____
Book No. _____
Series of 2008.

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(Excerpt from the Minutes of the 60th Regular Session/Sept. 8, 2008)
RESOLUTION NO. 461, s-2008, cont'd:

Page 5

RESOLVED FURTHERMORE, that copies of this resolution be furnished to all concerned offices.

CARRIED AND APPROVED.

I HEREBY CERTIFY to the correctness of the foregoing.

(Sgd)

FEBLUTZ FELIPE-MANANGAN
Local Legislative Staff Officer V
Officer-In-Charge

ATTESTED AND CERTIFIED
TO BE DULY ADOPTED:

(Sgd) **ALLAN L. RELLON, MPA**
City Vice Mayor
(Presiding Officer)

fname: RN46108
febz