

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

BEFORE THE 4TH CITY COUNCIL

EXCERPT FROM THE MINUTES OF THE 90th REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON APRIL 20, 2009 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. ALAN D. ZULUETA,	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. ALFREDO R. PAGDILAO,	Member	(ABC Representative)
---------------------------	--------	----------------------

RESOLUTION NO. 720, S-2009

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. REY T. UY , TO SIGN FOR AND IN BEHALF OF THE CITY GOVERNMENT OF TAGUM A MEMORANDUM OF AGREEMENT (MOA) WITH THE RECIPIENTS WITH REGARD TO THE CARABAO DISPERSAL PROGRAM.

WHEREAS, the City Government of Tagum is one of the Local Government Units of Davao del Norte forging initiative on developmental livelihood program through partnership with the beneficiaries in planning, implementation, monitoring and evaluation of the dispersal and livelihood program;

WHEREAS, livelihood program responds to and compliment the local government agenda particularly in the attainment of food security and poverty alleviation program in Mindanao through the MBN approach;

WHEREAS, the City Government allocates the five (5) carabaos for the livelihood of the identified beneficiaries;

NOW THEREFORE, BE IT RESOLVED by the Sangguniang Panlungsod of Tagum to authorize the City Mayor, Hon. Rey T. Uy, to sign for and in behalf of the City Government of Tagum a Memorandum of Agreement (MOA) with the recipients with regards to the carabao dispersal program.

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

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Agreement is entered into by and between:

The City Government of Tagum, with office address at Rizal Street, Tagum City , Davao del Norte, Philippines , represented herein by the Hon. Rey T. Uy, City Mayor , hereinafter known as First Party:

-and-

_____, of legal age, Filipino, single/married and a resident of Barangay Canocotan, Tagum City hereinafter known as Second Party:

WITNESSETH:

Whereas, the First Party is initiating a carabao dispersal project whereby one (1) carabao each shall be distributed to five (5) identified beneficiaries;

Whereas, the Second Party has manifested its desire to coordinate with the First Party in the implementation of the said carabao dispersal project;

Whereas, the First Party and Second Party hereby agree to undertake the following responsibilities;

A. FIRST PARTY shall:

1. Provides the funding for the project in the amount of Two Hundred Thousand Pesos (P200,000.00);
2. Undertakes the bidding process of the carabao to be dispersed to the beneficiaries;
3. Conducts animal health services;
4. Conducts regular monthly inspection of all dispersed carabaos including its offspring.

B. SECOND PARTY

1. Takes good care of the buffaloes which shall be subjected to monthly inspection by any authorized representative of the City Mayor/ city Veterinarian;
2. Uses the animals for my exclusive benefits;
3. Reports immediately the date of calving to the City Veterinarian or his authorized representative;
4. Reports to the City Mayor/City Veterinarian or his authorized representative who shall examine and verify the condition of the animal and if found until for breeding should the carabao fails to calve within three (3) years from receipt thereof. I shall request for authority to barter it with one fit for breeding in accordance with the policies and guidelines of the program;
5. Returns to the City Government of Tagum the Original Stock after 2 consecutive calving and after the offspring of the 2nd calving reach 8 months of age;
6. Reports immediately the same to the City Mayor/ City Veterinarian or his authorized representative who shall examine, treat or verify the cause of illness /death. In case of death, I shall submit to the City Mayor/ City Veterinarian within (30) days from the date of death the following documents:
 - a. Report describing the circumstances surrounding the death of the animal;
 - b. Affidavit of two (2) disinterested parties who have acknowledged the death of the animals;
 - c. Certificate of inspection of the City Veterinarian or any of his authorized representative;
 - d. Necropsy Report of the licensed government veterinarian;
 - e. Two (2) Photograph of the dead animal conspicuously showing the identification marks, ear tag and / or brand numbers; and
 - f. Other documents that may be required.

OTHER PROVISIONS:

1. That the ownership of the animal shall remain with the First Party until the Second Party shall be issued with a certificate of ownership and shall not be removed and / or transferred without written permission from the Office of the City Mayor / City Veterinarian or his authorized representative and it shall be kept in

Barangay Municipality /City Province

-over-

2. That the Second Party shall become the owner of the offspring after returning the Original Stock to the First Party;
3. That should the Second Party decides to dispose of or sell the female offspring of the Original Stock the First Stock will be prioritized to buy the said animals at an agreed price;
4. That failure of Second Party to abide with any provision under this contract shall immediately entitled the First Party to take possession of the animal without any court proceedings and that the Second Party shall be disqualified permanently from receiving similar benefits under the First Party Livestock project;
5. That should the original stock fail to produce any offspring within the period of three (3) years the same shall be returned to the City Government upon certification by the City Veterinarian that it is incapable of producing offspring.
6. That after the return of the Original Stock from the Second Party to the First Party the said animal shall be redispersed to another recipient;
7. that the succeeding recipients shall return the original stock to the First Party after one (1) calving only and after that offspring reaches 8 months of age;
8. That should the succeeding recipients decide to dispose of or sell the female offspring the First Party will be prioritized to buy the said animals at an agreed price.
9. Shall pay the book value of the animal or replace the said stock in cases of death, lose or injury due to negligence or carelessness in the care of the animal and in costing the premature slaughtering of the stock without prior consent of the First Party.

Whereas, this Agreement shall be effective upon the signing of the Memorandum of Agreement (MOA).

IN WITNESS WHEREOF, we set our hands this _____ day of _____, 2009 at City of Tagum, Province of Davao, Philippines.

REY T. UY
City Mayor

Recipient

WITNESSES:

JOEDEL T. CAASI
City Council Chairman
Committee on Agriculture

JESUS G. EDULLANTES, DVM
City Veterinarian

ACKNOWLEDGEMENT

Republic of the Philippines
Province of Davao del Norte
City of Tagum) s.s
X ----- X

Before Me, a Notary Public for and in the City of Tagum, this ___ day of _____, 2009 personally appeared Hon. Rey T. Uy, with his Community Tax Certificate No. _____ issued at Tagum City on _____ and _____, with his Community Tax Certificate No. _____ issued at Tagum City on _____ known to me to be the same persons who executed the foregoing instruments and they acknowledge to me that the same is their free act and voluntary deed.

This instrument consisting at three (3) pages including this page where this acknowledgement is written have been signed by parties together with their instrumental on each and every page hereof.

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

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

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) REY A. BUHION
Secretary to the Sanggunian

**ATTESTED AND CERTIFIED
TO BE DULY ADOPTED:**

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

fname: RN72009
*ffm****