

Republic of the Philippines  
Province of Davao del Norte  
City of Tagum

**BEFORE THE 4<sup>th</sup> CITY COUNCIL**

**EXCERPT FROM THE MINUTES OF THE 99<sup>th</sup> REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD AT THE SP SESSION HALL ON JUNE 22, 2009.**

**PRESENT:**

HON. ALLAN L. RELLON, MPA,	City Vice Mayor (Presiding Officer)
HON. MARIA LINA F. BAURA, CPA	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. ALFREDO R. PAGDILAO,	Member (ABC Representative)
HON. CYRIL LEONARD L. MURING,	Member (SKF Representative)

**RESOLUTION NO. 784, 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 FARMER BENEFICIARY OF COCONUT JVA VARIETY PLANT NOW PAY LATER PROGRAM.”**

**WHEREAS**, the City of Tagum is one of the Local Government Units of Davao del Norte forging initiatives on developmental livelihood program through partnership with the beneficiaries in planning , implementation, monitoring and evaluation of the plant now pay later program;

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

**WHEREAS**, the city government allocates funding for 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 farmer beneficiary of coconut JVA variety plant now pay later program.

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

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 in Tagum City , Davao del Norte, Philippines by and between:

The Local Government Unit ( LGU ) of Tagum City, a government entity with office address at Rizal St., Tagum City represented herein by City Mayor REY T. UY, herein referred to as the FIRST PARTY:

- and -

\_\_\_\_\_ of legal age, married / single and a bonafide resident of Barangay \_\_\_\_\_ , Tagum City as SECOND PARTY.

-over-

WITNESSETH:

WHEREAS, the FIRST PARTY recognized the need for a source of coconut planting materials and mature coconut technologies that would help improve the condition of farming communities in Tagum City.

WHEREAS, in line with the above premise both PARTIES have expressed their common desire for the development and establishment of Coconut JVA Variety ( JVA ) Plant Now Pay Later Program; and

NOW THEREFORE, for and in consideration of the mutual agreement and stipulation herein set forth, the Parties herein agrees to jointly undertake the project called " Coconut JVA Variety ( JVA ) Plant Now Pay Later Program" to the following terms and conditions;

**A. LGU – TAGUM AS FIRST PARTY:**

1. Provide funds for the purchase of Coconut JVA seedlings from HIJO RESEARCH EXTENSION CENTER, MADAUM, TAGUM CITY other inputs and for the conduct of farmer's training on coconut production and management technologies;
2. Responsible in nursery and field planting management and supervision;
3. Provide technical support to the project recipients.
4. Ensure that the Second Party is the absolute owner of the land to be developed.

**B. FARMER RECIPIENTS AS SECOND PARTY:**

1. Assume the responsibility of ensuring that the clientele:
  - a. Shall not change the ownership of the land until the obligation to the first party is settled;
  - b. Shall pay the total amount of loan from the LGU – Tagum City;
  - c. Shall provide labor counterpart in all activities; and
  - d. Shall provide security to the area against pilferage and stray animals .
2. Provide land area and manpower for land preparation and planting maintenance of the project
3. Payback the City Government all the cost of seedlings and inputs in the form of coconut. Price of the coconut will be based with the market prevailing price on the time of their repayment on the 6<sup>th</sup> year of the project;
4. The coconut farm should be intercropped with corn and other crops.

**C. OTHER PROVISIONS AND MUTUAL AGREEMENT:**

1. During the term of agreement , should the second party decide to sell, mortgage or dispose his/her land he shall reimburse in full his/her account to the First Party.
2. Intercropping must be done prior consultancy approval of the First Party
3. In case of fortuitous event or force majeure, the Second Party shall inform the First Party through the task force to assess the degree of damage. A team will be created and come – up with recommendations; and
4. This agreement shall take effect upon signing of both parties and shall enforce until the financial obligation due to the First Party had been settled down . All improvements on the land including structure shall then accrue to the Second Party.

**D. MODE OF PAYMENT:**

It shall be the duty of the barrower , farmer – beneficiary to pay to the City Agriculturist Office through the City Treasurer's Office to the beneficiary/clienteles/borrower under the following terms and conditions:

1. Payment shall be made in cash/check or coconut;
2. Payment shall be made in three ( 3 ) Annual Installment designation as 30%, 30% and 40% the total amount loaned starting on the 6<sup>th</sup> year as contained in the contract of loan;
3. The amount of loan shall be Interest Free for a period of Eight ( 8 ) years.

IN WITNESS WHEREOF, the PARTIES hereto have affixed their signature, this \_\_\_\_ day of \_\_\_\_\_, 2009 at Tagum City, Davao del Norte, Philippines.

**RESOLUTION NO. 784, s-2009**, cont'd:

REY T. UY  
City Mayor

\_\_\_\_\_  
Farmer Beneficiary

**WITNESSES:**

ORLANDO B. LIMON, RA, MBA  
OIC- CAGRO

ROLANDO L. LAVALLE, RA  
Crop Section Head

**ACKNOWLEDGEMENT**

Republic of the Philippines )  
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BEFORE, this \_\_\_\_ day \_\_\_\_\_, 2009 at Tagum City, Davao del Norte, Philippines . Personally appeared REY T. UY with his Community Tax Certificate No. \_\_\_\_\_ issued at Tagum City on \_\_\_\_\_, 2009 and \_\_\_\_\_ with his Community Tax Certificate No. \_\_\_\_\_ issued at Tagum City on \_\_\_\_\_, 2009 known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed of agency / association which they represent.

This agreement consisting of \_\_\_\_ ( ) pages including this page on which acknowledgements is written, has been signed on the left hand margin of each and every page thereof by parties and their instrumental witnesses and sealed with my notarial seal.

IN WITNESS HEREOF, I HAVE HEREUNTO set my hand this \_\_\_\_ day of \_\_\_\_\_, 2009 at Tagum City, Davao del Norte, Philippines.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series No. \_\_\_\_\_

**CARRIED AND APPROVED.**

**I HEREBY CERTIFY to the correctness of the foregoing.**

**(Sgd) FEBLUTZ F. 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)**