

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

BEFORE THE 5TH CITY COUNCIL

EXCERPT FROM THE MINUTES OF THE 24TH REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON DECEMBER 20, 2010 AT THE SP SESSION HALL.

PRESENT:

Hon. ALLAN L. RELLON, MPA,	City Vice Mayor (Presiding Officer)
Hon. MARIA LINA F. BAURA,	Member
Hon. NICANDRO T. SUAYBAGUIO, JR.,	Member
Hon. JOEDEL T. CAASI,	Member
Hon. OSCAR M. BERMUDEZ,	Member
Hon. FRANCISCO C. REMITAR,	Member
Hon. ALFREDO R. PAGDILAO,	Member (ABC Representative)
Hon. JACQUELINE GRACE Q. EDULLANTES,	Member (SKF Representative)

ON OFFICIAL BUSINESS:

Hon. ALAN D. ZULUETA,	Member
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SICK LEAVE:

Hon. DE CARLO L. UY,	Member
Hon. GETERITO T. GEMENTIZA,	Member
Hon. TRISTAN ROYCE R. AALA,	Member

ON LEAVE:

Hon. ROBERT L. SO,	Member
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RESOLUTION NO. 162, s-2010

“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 IDENTIFIED SAN AGUSTIN MACHINERIES RICE FARMERS ASSOCIATION (SAMARFA) AT BARANGAY SAN AGUSTIN, TAGUM CITY WITH REGARD TO THE CARABAO DISPERSAL PROGRAM.”

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

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

WHEREAS, the said livelihood program aims to help the farmer-beneficiaries who are members of SAMARFA in transporting the farm equipment and inputs;

WHEREAS, the City of Tagum allocates Sixty Thousand Pesos (P60,000.00) under the 20% Development Fund – Livestock and Poultry Production Program for the implementation of the project;

NOW THEREFORE, be it resolved by the 4th City Council 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 identified San Agustin Machineries Rice Farmers Association (SAMARFA) at Barangay San Agustin, Tagum City with regard to the Carabao Dispersal 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 Agreement is entered into by and between:

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

-and-

Mr/Mrs. _____, of legal age, Filipino, single/married and a resident of _____
Barangay Municipality/City Province,
hereinafter known as Second Party :

-over-

WITNESSETH:

WHEREAS, the **FIRST PARTY** is initiating a carabao dispersal project whereby two (2) carabeifer and one (1) carabull shall be distributed to three (3) identified beneficiaries from SAMARFA;

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 Sixty Thousand Pesos (P60,000.00);
2. Undertakes the bidding process of the carabao to be dispersed to the beneficiaries;
3. Conduct animal health services;
4. Conduct free artificial insemination to impregnate the animal;
5. Conduct regular monthly inspection of all dispersed carabaos including its offspring.

B. SECOND PARTY shall:

1. Take good care of the project which shall be subject to periodic inspection by any authorized representative of the City Mayor/ City Veterinarian Office;
2. Uses the project for exclusive benefits;
3. Reports immediately the date of calving to the City Veterinarian or his authorized representative;
4. Reports to the City Veterinarian or his authorized representative who shall examine and verify the condition of the animal and if found unfit for breeding should the heifer failed 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 her offspring reached 8 months old regardless of sex.
6. Reports immediately the same to the 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 within thirty (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 the knowledge of the death of the animal;
 - C. Certificate of inspection of the Provincial/City auditor or any of his authorized representative;
 - D. Necropsy report of a licensed government veterinarian;
 - E. Two (2) Photographs of the dead animal conspicuously showing the identification marks, ear tag and/or brand numbers; and
 - F. Other documents that may be required.

C. 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;
2. That the Second Party shall become the owner of the offspring after returning the original stock to the First Party;
3. That failure of Second Party to abide with any provision under this contract shall immediately entitle 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 benefit under the First Party Livestock project;
4. There shall be an approved barangay resolution submitted to the first party by the concerned barangay confirming the beneficiaries;

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

IN WITNESS WHEREOF, we set our hand this ____ day of _____ 2010 at City of Tagum ,
Province of Davao , Philippines .

Recipient

REY T. UY
City Mayor

WITNESSES:

JESUS G. EDULLANTES, DVM
City Veterinarian

JOEDEL T. CAASI
SP Chairman, Committee on Agriculture

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Tagum) s.s.
X-----X

BEFORE ME, a Notary Public for and in the City of Tagum, this ___ day of _____, 2010, personally appeared _____, 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 acknowledged to me that the same is their free act and voluntary deed.

This instrument consisting of (__) page/s 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 of ____.

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

CARRIED AND APPROVED.

I HEREBY CERTIFY to the correctness of the foregoing.

REY A. BUHION
Secretary to the Sanggunian

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

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