

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

BEFORE THE 4TH CITY COUNCIL

EXCERPT FROM THE MINUTES OF THE 128th REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON JANUARY 25, 2010 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. ALFREDO R. PAGDILAO,	Member	(ABC Representative)
Hon. CYRIL LEONARD L. MURING,	Member	(SKF Representative)

RESOLUTION NO. 1038, s-2010

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, THE CITY GOVERNMENT OF TAGUM AND THE DAVAO INTEGRATED DEVELOPMENT PROGRAM FOR THE ROAD IMPROVEMENT PROJECT AT BARANGAY CANOCOTAN, TAGUM CITY.

WHEREAS, the Regional Executive Director of the Davao integrated Development Program, Atty. Wendel E. Avisado, through a letter dated 14 January 2010 faxed to the Office of the City Mayor, Hon. Rey T. Uy, informing the city government that the Department of Agriculture has allocated Two Million Four Hundred Thousand Pesos (P 2,400,000.00), specifically for the implementation of the LGU's priority Farm to Market Road Project;

WHEREAS, said communiqué has spelled out that provisions in previous MOAs for the prompt and proper implementation of FMR projects shall still be in force and be included in the new MOAs which shall govern the implementation of this year's FMR projects;

WHEREAS, the City of Tagum has identified the road section along the Barangay Hall of Barangay Canocotan as the site of the project due to the existence of High-Value Commercial Crops such as mango, durian, cardaba bananas and coconut, and enable the area to open up to potential investors and/or processors to generate employment and livelihood opportunities;

WHEREAS, there is a need for the Sangguniang Panlungsod of Tagum to immediately pass a resolution relative to the subject at hand to be able to effect a smooth turn-over of project funds and immediately start the implementation of the project;

NOW THEREFORE, be it resolved by the Sangguniang Panlungsod 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, the City Government of Tagum and the Davao Integrated Development Program for the Road Improvement Project at Barangay Canocotan, Tagum City.

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

**MEMORANDUM OF AGREEMENT (MOA)
for the Implementation of a Department of Agriculture RFU XI –
Davao Integrated Development Project (DIDP) –
City of Tagum (LGU) Partnership Project
Improvement of Barangay Canocotan Road Section, Tagum City**

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT (MOA)** is made and entered into by and between:

The **DEPARTMENT OF AGRICULTURE – REGIONAL FIELD UNIT XI**, a government agency created by law, with postal address at Bangoy Street, Davao City, represented by its Regional Executive Director, Carlos B. Mendoza, hereinafter referred to as the "DA-RFU XI";

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The **CITY GOVERNMENT OF TAGUM**, a local government unit created by law, with postal address at Rizal Street, Tagum City, Davao del Norte Province, represented by its City Mayor REY T. UY, hereinafter referred to as the "LGU";

-and-

The **DAVAO INTEGRATED DEVELOPMENT PROGRAM – PROJECT MANAGEMENT OFFICE (DIDP-PMO)**, a government office created pursuant to OP Executive Order No. 144, with postal address at 3rd Floor JMF Corporate Center, 848 Atis Street, Juna Subdivision, Matina, Davao City, represented by its Managing Director WENDEL E. AVISADO, hereinafter referred to as "DIDP-PMO".

WITNESSETH

WHEREAS, the Davao Integrated Development Program is one of the flagship projects of the National Government and its Food Security Program responds to and complements the National Government's 10-Point Agenda particularly in the attainment of food security and poverty alleviation in Mindanao;

WHEREAS, the Integrated Food Security Program is one of the major development thrusts of the Arroyo Administration and is aimed to attain food sufficiency in the country by the year 2010 and the Department of Agriculture (DA) is the lead agency in the implementation of the various projects under the Food Security Program of the National Government and is one of the Locally Funded Projects in Mindanao;

WHEREAS, under its Locally Funded Projects for Mindanao, the Department of Agriculture has included in its budget for CY 2010 the amount of Two Million Four Hundred Thousand (P 2,400,000.00) Pesos, for the implementation of Farm to Market Road Project in the City of Tagum under the DA-RFU XI - DIDP - LGU Partnership;

WHEREAS, the DIDP Board has adopted the project funds counterparting scheme being promoted by the Department of Agriculture wherein the DA shall shoulder eighty percent (80%) of the project costs and the DIDP member- LGUs shall have a counterpart of twenty percent (20%), of which, this is broken down to twelve percent (12%), cash allotment and eight percent (8%), in kind contribution for a specific, identified and approved FMR project;

WHEREAS, the DIDP Board further adopted the corresponding guidelines for the implementation of Farm to Market Roads which are hereto attached and incorporated as ANNEX "A" and made an integral part of this Agreement;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties have mutually agreed and bind themselves to undertake the projects in accordance with the following terms and conditions:

SECTION 1. RESPONSIBILITIES OF THE DA-RFU

- 1.1 The DA-RFU XI shall review, validate and conforms the Program of Work (POW), plans and specifications prepared and submitted by the Local Government Unit based on the implementing guidelines set forth by the DIDP Board;
- 1.2 The DA-RFU XI shall allocate Seven Hundred Eighty Thousand Eight Hundred Pesos (P 780,800.00), representing eighty percent (80%) of the project cost as its counterpart for the Fart To market Road Project of the LGU, however, it shall retain an amount equivalent to 3% as Administrative Cost to be used in monitoring and other related activities during project implementation;
- 1.3 The DA-RFU therefore shall release directly to the Local Government Unit the total amount of Seven Hundred Eighty Thousand Eight Hundred Pesos (P 780,800.00) in accordance with SARO No. _____ dated _____ issued by the Department of Budget and Management (DBM). However, said SARO is subject to the availability of Notice of Cash Allocation (NCA) based on the following tranches:

Tranches	Release (% of Total Project Cost)	Requirements
1 st	35%	Approved POW, plans and notarized Memorandum of Agreement (MOA)
2 nd	40%	Physical accomplishment of 20% Full liquidation of 1 st tranche (35%) duly certified by the City Accountant and approved by the Chief Executive
3 rd	25%	Physical accomplishment 60% Full liquidation of 2 nd tranche (40%) duly certified by the City Accountant and approved by the Chief Executive

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- 1.4 The DA-RFU XI shall ascertain that the list of projects and specific project cost corresponds to the list approved by the DIDP Board and endorsed by the DIDP Executive Director;
- 1.5 The DA-RFU XI together with the DIDP-PMO shall monitor and evaluate the progress of the implementation of the projects by the LGU;
- 1.6 The DA-RFU together with the DIDP-PMO shall ascertain whether the project is implemented in accordance with the approved engineering designs, plans, details, and specifications and advise the LGU of its findings and recommendations from time to time until the completion of the project.
- 1.7 The DA-RFU XI together with the DIDP-PMO shall verify, review and evaluate project reports and submit recommendations to the DIDP Board, the DA Secretary, and the Presidential Adviser for Economic Affairs, as the case maybe;
- 1.8 The DA-RFU XI, together with the DIDP-PMO, shall validate completion report and issue Certificate of Project Completion of validated completed projects;

SECTION 2. RESPONSIBILITIES OF THE LGU

- 2.1 The LGU shall submit a Sangguniang Panlungsod Resolution authorizing the Honorable Mayor of the LGU to enter into and sign for and in behalf of the City a Memorandum of agreement with the DA-RFU XI relative to the identified and approved infrastructure project;
- 2.2 The LGU shall be responsible for the conduct of pre-engineering surveys and investigations, preparations of detailed designs, program of work and detailed estimates;
- 2.3 The LGU shall submit the Program of Work and Detailed Estimates to the DIDP-PMO for consolidation, review and recommendation for approval by the DA-RFU XI in accordance with the DIDP guidelines;
- 2.4 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 of charges and other similar requirements;
- 2.5 The LGU shall implement the projects in accordance with the DIDP Guidelines, the approved plans, designs with its PERT-CPM, and specifications and government accounting and auditing rules and regulations. Project implementation shall be undertaken by administration;
- 2.6 The LGU shall prioritize hiring of displaced local workers to ease the impact of the global crisis and as a compliance with the Presidential Resiliency Plan dated January 12, 2009;
- 2.7 The LGU shall be responsible for the preparation and submission of monthly progress report and completion report to the DA-RFU XI and DIDP-PMO.
- 2.8 The LGU shall utilize the amount of Nine Hundred Seventy Six Thousand (P 976,000.00) Pesos on the project, to wit:

Name of Project	Location	Project Type	Counterparting LGU-DA-RFU XI	Project Cost
1. Improvement of Road	Barangay Canocotan	FMR	P195,200.00-P780,800.00	P 976,000.00

- 2.9 The LGU shall appropriate One Hundred Ninety Five Thousand Two Hundred Pesos (P 195,200.00), as its counterpart funds to the concreting project of which, One Hundred Seventeen Thousand One Hundred Twenty Pesos (P 117,120.00), shall be in cash and supported with a bank certification as a proof of its certainty, and the remaining Seventy Eight Thousand Eighty Pesos (P 78,080.00), shall be in kind component to the specified FMR project;
- 2.10 The LGU shall open and maintain a separate trust account for the DIDP Food Security Project Funds with any government authorized depository bank;
- 2.11 The LGU shall issue the official receipts to the DA-RFU XI corresponding to the amount transferred and released to it;
- 2.12 The LGU shall be fully responsible for the disbursement of funds for the projects in accordance with the DIDP Guidelines, the approved program of work and cost estimates, as well as the government accounting and auditing rules and regulations;
- 2.13 The LGU shall submit monthly reports of Disbursement on the Project duly certified by its Chief Accountant and verified by its Resident Auditor. Any unused balance of the funds after completion of the project shall be returned to DA-RFU XI;

- 2.14 The LGU shall be responsible for the continuous maintenance of the completed projects. For this purpose, the LGU shall include on its maintenance program under its annual budget the Farm-to-Market Roads covered by this agreement.
- 2.15 The LGU shall finish the Road Improvement Project of Barangay Canocotan Road Section within 90 days as evidenced and supported by a submitted Program Of Work with the corresponding endorsement by the DIDP-PMO and duly approved by the DA-RFU XI Regional Executive Director.

SECTION 3. RESPONSIBILITIES OF THE DIDP-PMO

- 3.1 The DIDP-PMO together with the DA-RFU XI shall monitor and evaluate the progress of the project implementation;
- 3.2 The DIDP-PMO together with the DA-RFU XI shall ascertain that the project is implemented in accordance with the approved Program of Work (POW), Detailed Engineering Designs and Specifications and advise the LGU of its findings and recommendations from time to time until the completion of the project.
- 3.3 The DIDP-PMO, together with DA-RFU XI shall verify, review and evaluate project reports and submit recommendations as may be necessary to the DIDP Board; the DA Secretary and the Presidential Adviser for Economic Affairs;
- 3.4 The DIDP-PMO shall consolidate the monthly status report and furnish copies to the Office of the President through the Committee on Flagship Programs and Projects, DA RFU XI, DIDP Board and Technical Advisory Group/DA-RFU XI Engineering Division;
- 3.5 The DIDP-PMO, together with the DA-RFU XI shall validate the Completion Report and issue Certificate of Project Completion of validated completed projects; and
- 3.6 The DIDP-PMO shall facilitate the turn-over of completed projects to the LGU.

SECTION 4. EFFECTIVITY

- 4.1 This agreement shall take effect on the date of signing hereof by the parties and shall continue and remain in force until the completion and acceptance of the project unless earlier mutually terminated in writing by the parties.

IN WITNESS WHEREOF, the parties hereto agreed to affix their signatures on this ___ day of _____ at Tagum City, Davao del Norte Philippines.

DEPARTMENT OF AGRICULTURE
Regional Field Unit – XI
Represented by:

CARLOS B. MENDOZA, DVM, CESO IV
OIC - Regional Executive Director

CITY GOVERNMENT OF TAGUM
Represented by:

REY T. UY
City Mayor

DAVAO INTEGRATED DEVELOPMENT PROGRAM
Project Management Office (DIDP-PMO)
Represented by:

WENDEL E. AVISADO
Managing Director

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Davao del Norte) s.s.
CITY OF TAGUM)
X ----- X

BEFORE ME, this ___ day of _____, _____ at Tagum City, Philippines personally appeared REY T. UY with his Community Tax Certificate No. _____ issued at Tagum City on _____ and _____ with his Community Tax Certificate No. _____ issued at _____ on _____ 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.

This instrument consisting of ___ (__) pages including this page on which the acknowledgement is written, all of which are signed by the parties and their instrumental witnesses, and sealed with my notarial seal.

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WITNESS MY HAND AND SEAL this ____ day of _____, at Tagum City, Davao del Norte, Philippines.

NOTARY PUBLIC

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)

fname: RN103810
*ffm****