

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

BEFORE THE 5TH CITY COUNCIL

EXCERPT FROM THE MINUTES OF THE 35TH REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON MARCH 14, 2011 AT THE SP SESSION HALL.

PRESENT:

Hon. ALLAN L. RELLON, MPA,	City Vice Mayor	
Hon. DE CARLO L. UY,	Member (Temporary Presiding Officer)	
Hon. MARIA LINA F. BAURA,	Member	
Hon. NICANDRO T. SUAYBAGUIO, JR.,	Member	
Hon. ROBERT L. SO,	Member	
Hon. JOEDEL T. CAASI,	Member	
Hon. OSCAR M. BERMUDEZ,	Member	
Hon. ALAN D. ZULUETA,	Member	
Hon. GETERITO T. GEMENTIZA,	Member	
Hon. TRISTAN ROYCE R. AALA,	Member	
Hon. FRANCISCO C. REMITAR,	Member	
Hon. ALFREDO R. PAGDILAO,	Member	(ABC Representative)
Hon. JACQUELINE GRACE Q. EDULLANTES,	Member	(SKF Representative)

RESOLUTION NO. 294, s-2011

“A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. REY T. UY TO ENTER INTO AND SIGN FOR AND IN BEHALF OF THE CITY OF TAGUM A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF AGRICULTURE (DA) REGIONAL FIELD UNIT XI FOR THE IMPROVEMENT OF CROSSING PINTUAN – DA CENTRAL EXPERIMENTAL STATION ROAD LOCATED AT MANAMBULAN, TUGBOK DISTRICT, DAVAO CITY.”

WHEREAS, the Department of Agriculture Regional Field Unit XI (DA – RFU XI), through its Regional Agri – engineering Division (RAED), has identified to improve the road section at its DA Regional Experimental Station located at Manambulan, Tugbok District, Davao City by asphaltting to improve its accessibility and the mobility of its personnel and other interested groups that may utilize its facilities;

WHEREAS, the Department of Agriculture RFU XI has allocated Two Million Pesos (Php 2,000,000.00), for the improvement of Crossing – Pintuan – DA Central Experimental Station Road located at Manambulan, Tugbok District, Davao City;

WHEREAS, the DA RFU XI through its RAED selected and identified the City Government of Tagum to implement such project due to its excellent and proven track record of project implementation especially through its asphaltting projects of the City’s farm to market roads;

WHEREAS, there is a need for the Sangguniang Panlungsod of Tagum to immediately pass a resolution relative to the subject at hand and assist the Department of Agriculture in the pursuit of its mandate of service to the Filipino farmers and fisherfolks;

NOW THEREFORE, be it resolved, as it is hereby 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 Government of Tagum a Memorandum of Agreement (MOA) with the Department of Agriculture (DA) Regional Field Unit XI for the improvement of Crossing Pintuan – DA Central Experimental Station Road located at Manambulan, Tugbok District, Davao City.

RESOLVED FURTHER, that the full text of the Memorandum of Agreement (MOA) shall read as follows:

MEMORANDUM OF AGREEMENT

For the improvement of Crossing Pintuan – DA Central Experimental Station Road located at Manambulan, Tugbok District, Davao City

KNOW ALL MEN BY THESE PRESENTS:

The **DEPARTMENT OF AGRICULTURE** through **DA-REGIONAL FIELD UNIT XI**, a government agency created and existing under the Republic of the Philippines with office address at DA-RFU XI, F. Bangoy Street, Davao City, represented herein by its **Regional Executive Director DR. CARLOS B. MENDOZA, DVM, CESO III**, herein after referred to as “DA-RFU XI”;

and

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

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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 Unit (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, for formulation and implementation of investment projects for Agricultural Development concerning production, processing and marketing are within the Strategic Agriculture and fisheries Development zones (SAFDZs);

Whereas, two of the major thrusts of the City Government under Hon. Rey T. Uy, City Mayor are Agricultural Productivity/Livelihood Development and promotion and Employment Generation which particularly shall address the attainment of food security and poverty alleviation in this part of the region;

Whereas, the DA through its Regional Field Unit is implementing the AGRI PINOY PROGRAM, in which the program's goal is to empower the private sector, particularly the small farmers or small holders of land and entrepreneurs in order to increase their contribution to economic growth as well as to augment producers' incomes and enhance consumers health and welfare and the Development of New Lands for Agri-business in line with the thrust of HIS EXCELLENCY PRESIDENT BENIGNO SIMEON C. AQUINO, III's Food Security Program;

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

**SECTION 1
RESPONSIBILITIES OF DA – RFU XI**

1. The DA – RFU XI shall:

- a. Review the Program of works (POW), plans and specifications prepared and submitted by the LGU based on existing Engineering Standards;
- b. Allocate and release to the LGU the total amount of TWO MILLION PESOS (P2,000,000.00), subject to the availability of Notice of Cash Allocation (NCA) based on the following tranches;

Tranches	Release (% of total project cost)	Requirements
1 st	50%	<ol style="list-style-type: none">1. Approved Program of Works (POW and detailed engineering design;2. Notarized Memorandum of Agreement (MOA);3. Letter request for the fund transfer from LGU;4. Certification that all Road Right of Way (ROW) have been settled and maintenance funds have been allocated5. Pre-implementation pictures of proposed site; and6. Notice to proceed signed by the DA-RFU XI Regional Executive Director.
2 nd	40%	<ol style="list-style-type: none">1. Physical and accomplishment Of 90% certified by the Local Chief Executive duly validated by DA-RFU;2. Full liquidation of first tranche duly certified by the City Accountant and approved by the Local Chief Executive;3. Letter of request for fund transfer from LGU;4. Photos of the on-going project; and5. Installation of the project Billboard (Photo).

3 rd	10%	<ol style="list-style-type: none">1. Request for release signed by the Local Chief Executive;2. Certificate of Completion and Acceptance;3. 100% physical accomplishment, duly signed by LGU and DA-RFU XI;4. Photos of the on-going projects;5. Technical Inspection Report of COA-TAS; and6. Field Density Result.
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- c. Monitor and evaluate the progress of the project implementation by the LGU;
- d. 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;
- e. Verify, review and evaluate project reports;
- f. Facilitate the turn-over of the completed projects and expedite the full payment as reflected in the POW to the LGU; and
- g. DA – RFU XI will provide the LGU a Certificate of Completion and Acceptance once the project is fully completed as reflected in the program of works and properly inspected and verified by the DA –RFU XI technical staff.

**SECTION II
RESPONSIBILITIES OF THE LGU**

2. The LGU shall:

- a. Secure a City Council Resolution authorizing the Local Chief Executive to enter into and sign for and in behalf of the City Government of Tagum a MEMORANDUM OF AGREEMENT (MOA) for the implementation of the above-cited project;
- b. Be responsible for the conduct of pre-engineering surveys and investigations, preparations of detailed plans and designs, computation of detailed estimates and program of works;
- c. Submit POW, Plans and Specifications in accordance with the existing engineering Standards including its schedule on PERT – CPM to the DA – RFU XI;
- d. Be responsible for the preparation and submission of monthly progress reports and other necessary reports to the DA – RFU XI;
- e. Shall issue official receipts to the DA – RFU XI on the funds transferred to the LGU for the above-stated project purpose;
- f. Be responsible for the disbursement of funds totaling TWO MILLION PESOS (P2,000,000.00), for the implementation of the identified road asphaltting project in strict compliance to the approved program of works as well as government accounting and auditing rules and regulations;
- g. Submit Reports of Disbursements on the project duly certified by its Chief Accountant and approved by the Chief Executive before the release of the succeeding tranches;
- h. Submit to the DA –RFU XI the full liquidation report duly certified by the Local Chief Accountant, verified by the LGU – COA and approved by the Local Chief Executive within sixty (60) working days after project completion;
- i. Commence project implementation of the Crossing Pintuan – DA Central Experimental Station Road Project at Manambulan, Tugbok District, Davao City within thirty (30) working days upon receipt of funds from DA – RFU XI and shall complete the same within sixty (60) calendar days; and
- j. Be subjected to a penalty deduction of one tenth of one percent (.10%) of the cost of the unperformed portion of the DA – RFU XI allocation for every single day of construction work that is beyond the stipulated work duration as stated in the MOA. This penalty deduction however, shall be waived upon mutual agreement of the parties concerned if delays are caused by forced-major and/or other natural or man-made calamities.

**SECTION III
EFFECTIVITY**

3. EFFECTIVITY

- a. This Agreement shall take effect on the date of signing hereof by the parties concerned and shall continue and remain in force until the completion and acceptance of the project unless earlier terminated by mutual consent through written documents.

IN WITNESS WHEREOF, the parties through their duly authorized representative hereunto affixed their signatures this _____ day of _____ 2011, Philippines.

