



EXCERPT FROM THE MINUTES OF THE 9TH REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING, TIGBAUAN, ILOILO ON MARCH 4, 2015 AT 1:33 IN THE AFTERNOON

PRESENT:

HON. JOSE DONEL T. TRASPORTO	- Acting Vice Mayor & Presiding Officer
HON. RENEE LIBRODO-VALENCIA,	- S.B. Member
HON. VIRGILIO T. TERUEL,	- S.B. Member
HON. MARLON R. TERUÑEZ,	- S.B. Member
HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO,	- S.B. Member
HON. SUZETTE MARIE HILADO-BANNO,	- S.B. Member
HON. RICKY T. NULADA,	- S.B. Member
HON. ARIEL I. BERNARDO,	- S.B. Member
HON. RONNIE T. PAGUNTALAN,	- Liga President

OFFICIAL BUSINESS:

HON. ROEL T. JARINA	- Vice Mayor
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Resolution No. 2015- 036

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, ATTY. SUZETTE TENEFRANCIA-ALQUISADA FOR & IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A LETTER OF AGREEMENT (LOA) WITH THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) FOR THE AVAILMENT OF FINANCIAL ASSISTANCE IN THE AMOUNT OF TWENTY FOUR THOUSAND PESOS (P24,000.00) FOR THE MAINTENANCE AND PROTECTION OF BUB PROJECT UNDER THE NATIONAL GREENING PROGRAM LOCATED AT BRGY. SUPA, TIGBAUAN, ILOILO.

WHEREAS, the activities for which funds provided by the DENR under this Letter of Agreement (LOA) shall be used to undertake the maintenance and protection of the 8 hectares BUB-NGP project site in the Municipality of Tigbauan, Iloilo;

WHEREAS, Funds provided under this Agreement shall be used by the Recipient LGU exclusively for the conduct of activities consistent with the approved Work and Financial Plan (WFP) which form as an integral part of this agreement as *Annex "A"*;

WHEREAS, the Municipality has already took part in the implementation of the National Greening Program since its establishment in 2011;

WHEREAS, the Roles and Responsibilities of each party are enumerated in the following:

DENR

- a. Allocate and obligate funds to the recipient LGU in the total amount specified above for the development activities indicated in the approved WFP in Annex "A"
- b. Release of payments following the progress billing scheme and after the inspection/validation has been undertaken by the inspection team created for the purpose per agreed specification standards.
- c. Provide the necessary technical services and capacity building enhancement to Recipient LGU to facilitate the effective implementation of the project;
- d. Monitor and evaluate the project accomplishments of the Recipient LGU vis-à-vis its approved WFP;

- e. Allow the release of 15% Mobilization Fund per request of the Recipient LGU;
- f. Submit accomplishment and terminal report supported with GIS generated maps and photographs;

RECIPIENT:

- a. Undertake and implement the activities stipulated in the approved WFP;
- b. Ensure that benefits derived from the project will be distributed/shared by the members of the organization;
- c. Ensure 100% completion of the project;
- d. Formulate an internal policy supported by a Recipient LGU resolution promoting sustainability measures of the project, to include among other: 1) Benefit Sharing Agreement; 2) Criteria in the selection of member-recipient; 3) Creation of a procurement committee, internal monitoring, validation and project activity documentation teams;
- f. Ensure that men and women have equal participation in the implementation of the project in support to Gender and Development Program;
- g. Submit the following documents and reports:
 - *Progress Report, on a monthly basis, number and species of seedlings produced, and activities conducted re: site preparation & planting and maintenance and protection of plantation with photo documentation on the implementation of the activities, and Statement of Work Accomplishment (SWA) based on the Work and Financial Plan (WFP) which shall serve as bases for the release of payments;*
 - *Final report stating the total number of seedlings raised by species*
 - *Report on site preparation and hectares planted, and*
 - *Report on maintenance and protection of plantation*
- h.) Submit report on Community Based Employment Program (CBEP)

WHEREAS, any amendment to this Agreement shall be affected only on the basis of written and mutual consent by the Parties. The LOA may be terminated based on the following:

- a) Force majeure or unforeseen causes beyond the control of the DENR or the Recipient LGU;
- b) In the event of termination by the DENR for unforeseen causes beyond its control the DENR shall complete all payments due to the recipient LGU for activities already conducted;
- c) In the event of a default on the part of the Recipient LGU
 - Fraud, misrepresentation of omission by the implementer of material facts in obtaining the LOA which would otherwise disqualify the Recipient LGU.
 - Failure to start the project on the date specified in the LOA without just cause,
 - Abandonment of the project area, or of the work stipulated in the LOA, for a period of at least one month from the date of discovery by the DENR of such fact'
 - Violation or failure to comply with the terms and conditions of the agreement.
- d. In the event of the Recipient LGU's non-compliance or partial compliance with the terms of this Agreement after having been subjected to due process, it shall refund to the DENR any payment already received in respect to activities that have not been performed by the Recipient LGU in accordance to a standard considered acceptable to the DENR.

WHEREAS, any dispute between DENR and the Recipient LGU arising out of the interpretation of execution of this Agreement shall be settled by mutual agreement. If DENR and the Recipient LGU are unable to reach an amicable agreement on any question in dispute or on a mode of settlement other than arbitration, either party shall have the right to request arbitration in accordance with the Arbitration Rules, as at present in force. The DENR and the Recipient LGU agree to be bound by any arbitration award rendered in accordance with the above, as the final adjudication of any such dispute.

NOW, THEREFORE, on motion of HON. MA. GERRYLIN SANTUYO – CAMPOSAGRADO Chairperson, Committee on Environmental Protection, Housing and Land Utilization, Zonification and Assessment and duly seconded by Hon. Renee Librodo-Valencia, Hon. Ricky Nulada and Hon. Ariel Bernardo,

RESOLVED, to Authorize The Municipal Mayor, Atty. Suzette Tenefrancia-Alquisada For And In Behalf Of The Municipality Of Tigbauan To Enter Into A Letter Of Agreement (Loa) With The Department Of Environment And Natural Resources (DENR) For The Availment Of Financial Assistance In The Amount Of Twenty Four Thousand Pesos (P24,000.00) For The Maintenance And Protection Of BUB Project Under The National Greening Program Located At Brgy. Supa, Tigbauan, Iloilo,

RESOLVED FURTHER, to forward copies of this Resolution to Hon. Suzette Tenefrancia-Alquisada, Municipal Mayor, this municipality and all concerned for their information and/or appropriate action.

APPROVED

CERTIFIED CORRECT:

MARLENE TAYO-NAVA
S.B. Secretary

ATTESTED:

JOSE DONEL T. TRASPORTO
Acting Vice Mayor & Presiding Officer

HON. ROEL T. JARINA, M.D.
Municipal Vice Mayor

Sangguniang Bayan Members:

Hon. Jose Donel T. Trasporto, Lawyer
Hon. Renee Librodo- Valencia, CPA,MBMM
Hon. Virgilio T. Teruel, Lawyer

Hon. Marlon R. Teruñez, Ph.D.
Hon. Ma. Gerrylin Santuyo- Camposagrado, MPA
Hon. Suzette Marie Hilado-Banno, M.D.

Hon. Ricky T. Nulada
Hon. Ariel I. Bernardo
Hon. Ronnie Paguntalan (LnB-Pres.)

“Public office is a public trust. Public Officials must at all times be accountable to the people”

