



EXCERPT FROM THE MINUTES OF THE 20<sup>TH</sup> REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING, TIGBAUAN, ILOILO ON MAY 27, 2015 AT 1:35 IN THE AFTERNOON

**PRESENT:**

HON. ROEL T. JARINA ,	- Vice Mayor & Presiding Officer
HON. RENEE LIBRODO-VALENCIA,	- S.B. Member
HON. VIRGILIO T. TERUEL,	- S.B. Member
HON. MARLON 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. JOSE DONEL T. TRASPORTO,	- S.B. Member
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**Resolution No. 2015-067**

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, ATTY. SUZETTE TENEFRENCIA-ALQUISADA FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE BUREAU OF FISHERIES AND AQUATIC RESOURCES FOR THE USE OF ONE (1) UNIT OF MOBILE TABLET UNDER THE NATIONAL PROGRAM FOR MUNICIPAL FISHING VESSELS AND GEARS REGISTRATION (BoatR).

WHEREAS, in a letter dated May 22, 2015, Atty. Suzette Tenefrancia-Alquisada, *Municipal Mayor*, requested the Sangguniang Bayan (*thru: Hon. Roel T. Jarina, Vice Mayor & Presiding Officer*) for the urgent passing of a *“Resolution Authorizing The Municipal Mayor, Atty. Suzette Tenefrancia-Alquisada for and in behalf of the Municipality of Tigbauan To Enter Into A Memorandum Of Agreement With Bureau Of Fisheries And Aquatic Resources for the use of one (1) unit of mobile tablet under the National Program for Municipal fishing Vessels and Gears Registration (BoatR)”*;

WHEREAS, the 1987 Philippine Constitution directs the State to protect the rights of subsistence fishermen, especially of local communities, to the preferential use of communal marine and fishing resources, both inland and offshore and to provide support thereto through appropriate technology and research, adequate financial production, and marketing assistance, and other services;

WHEREAS, BFAR is the government agency responsible for the development, protection, management and conservation of the country’s fisheries and aquatic resources;

WHEREAS, Republic Act No. 7160, otherwise known as the *“Local Government Code of 1991”*, mandates the LGU to support effective water resource utilization and conservation projects and enforce fishery laws in municipal waters;

WHEREAS, under the Republic Act No. 8550, otherwise known as the *“Philippine Fisheries Code of 1998”* and the *Local Government Code of 1991*, coastal cities and municipalities have the responsibility to register fishing vessels and fishing gears used by municipal fisherfolk;

WHEREAS, under Executive Order No. 305 s. 2004, the registration of fishing vessels three (3) gross tonnage and below has been devolved to coastal cities and municipalities;

WHEREAS, BFAR is expanding the assistance to coastal cities and municipalities on fisherfolk registration to include the registration of fishing vessels three (3) gross tonnage and below, and fishing gears under the National Program on Municipal Fishing Vessels and Gear Registration (BoatR);

WHEREAS, BFAR launched BoatR in 2014 to assist cities and municipalities register the municipal fishing vessels and gears of subsistent fisherfolk as mandated by the Fisheries Code (R.A. No. 8550);

WHEREAS, to fast-track the registration process, BFAR is providing LGU one (1) unit of tablet with one (1) – year data subscription to ensure speedy and consistent submission of report/registration to the BFAR's BoatR Database;

WHEREAS, for and in consideration of the above premises, the parties hereby agree to support the following Terms and Conditions:

#### **ARTICLE I. ROLES OF THE PARTIES**

##### **A. ROLE OF BFAR:**

- 1. BFAR shall provide the Municipal TARGET (Targeted Actions to Reduce Poverty and Generate Economic Transformation) Coordinator one (1) unit of mobile tablet with one (1) year data subscription.*
- 2. The mobile tablet shall contain BFAR applications and Information and Education Campaigns (IECs) that will help facilitate the work of the Municipal Local Government Units (MLGU) in the implementation of BoatR, Municipal Fisherfolk Registration (FishR) livelihood programs, TARGET, and other related BFAR programs and/or projects in the municipality.*
- 3. As much as practicable, daily log in and out of the (Fishery Livelihood Development Technician) FLDT at the municipality of assignment shall be done using the app provided for in the mobile tablet.*
- 4. Monitoring and Evaluation applications and/or forms shall be embedded in the tablet and provided in the BFAR website for downloading in the tablet to facilitate regular project monitoring of all BFAR activities mentioned in A2.*

##### **B. ROLE OF LGU:**

- 1. The LGU shall nominate its Municipal TARGET Coordinator who will be the custodian of the mobile tablet.*
- 2. Custody of the device in the absence of the Municipal TARGET Coordinator shall be with the next office in charge or staff duly authorized by the Mayor. The tablet shall be lodged in the office at all times when not in use for its intended purpose.*
- 3. The Municipal TARGET Coordinator shall be in close coordination with the BFAR Municipal FLDT and the BFAR provincial focal person for the implementation of the BoatR, livelihood projects and/or other related programs provided by the BFAR for fisherfolk beneficiaries in their area of jurisdiction.*
- 4. The MLGU or the Municipal TARGET Coordinator shall use the tablet primarily for its intended purpose and shall follow the Usage Terms indicated herein.*
- 5. The MLGU or the Municipal TARGET Coordinator shall allow the FLDT to use the tablet in the documentation, monitoring and reporting of all BFAR activities mentioned in A2 using the mobile applications developed for the said purpose.*

#### **ARTICLE II. TABLET, CONTENTS AND MOBILE DATA USAGE TERMS**

- a. The tablet thru its embedded boat ad-measurement mobile application shall be used primarily for its intended purpose (i.e. registering municipal fishing vessels and gears and for other applications/forms that BFAR may add in the tablet).*

- b. Consumption of the mobile data shall be limited to accessing the BoatR Mobile App, related BFAR applications, BFAR Monitoring and Evaluation Tools, Reporting and for other official purposes;*
- c. Care of the unit shall be observed following the Safety, General and Warranty Information as indicated in the Quick Start Guide that comes with the device;*
- d. The device shall be replaced by the MLGU in cases of malfunction or defect due to misuse or acts that void its warranty.*

**ARTICLE III. DEVICE WARRANTY AND REPLACEMENT**

- a. The mobile tablet, battery and any other accessories sold with it are warranted against any defect or malfunctioning which may occur in conditions of normal use as indicated in the Quick Start Guide that comes with the device. In cases where a device has malfunctioned or stopped working within the warranty period, the LGU shall inform BFAR of the defective unit. The LGU shall return the defective unit to the BFAR Regional Office. The BFAR Regional Office shall turn-over the defective unit to the BFAR Central Office – Fisheries Information and Management Center (BFAR-CO-FIMC) who shall perform basic phone checks which includes physical and water damage checks, device powercycle and powershock before initiating the warranty process with the device manufacturer or vendor. Subject to the terms in the Quick Start Guide, the device will be validated by the vendor to determine the authenticity of the warranty claim. Once the device is proven to be defective and eligible for warranty, a replacement of the same unit shall be sent by the BFAR to the MLGU.*
- b. In addition to the warranty terms indicated in the Quick Start Guide of the device, performing the following actions voids the warranty:*
  - 1. Damage, fault or failure due to alteration or repairs made by anyone other than the Smart Wireless Service Center or the authorized service center;*
  - 2. Damage, fault or failure due to causes beyond human control including, but not limited to, improper installation, damage caused by spillage of foods/liquids, wrong usage of electrical supply and voltage, abnormal voltage, excessive heat, chemical reaction, failure to operate or use the device according to instructions, accident, mishandling, misuse, tampering, vandalism, theft, fire, lightning, flood, wind, freezing, power failure, static, normal wear and tear, foreign matter entering the device, inadequate or excess power supply, unusual atmospheric conditions, or acts of war or acts of God;*
  - 3. Utilization of device that is inconsistent with either its design or the way the manufacturer intended the product to be used. Any installation and/or modifications that prevents normal service;*
  - 4. Unlocking/jail breaking/rooting of the device, installing third-party applications or software, disassembling parts, defacement, or similar acts that may void its warranty;*
  - 5. Responsibility to exercise care of the unit and its contents against theft and loss, including replacement by the MLGU of the same in cases of damage, loss or similar cases that are not covered by the device manufacturer standard warranty.*

NOW, THEREFORE, upon motion of HON. RONNIE PAGUNTALAN, Chairman Committee on Agriculture, Aquatic Resources and Cooperatives and duly seconded by Hon. Renee Librodo-Valencia, Hon. Virgilio Teruel, Hon. Ma. Gerrylin Santuyo-Camposagrado, Hon. Suzette Marie Hilado-Banno 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 Memorandum Of Agreement With The Bureau Of Fisheries And Aquatic Resources For The Use Of One (1) Unit Of Mobile Tablet Under The National Program For Municipal Fishing Vessels And Gears Registration (BoatR),

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

APPROVED.

CERTIFIED CORRECT:

**MARLENE TAYO-NAVA**  
S.B. Secretary

ATTESTED:

**ROEL T. JARINA**  
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  
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.”

