



EXCERPT FROM THE MINUTES OF THE 10<sup>TH</sup> REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON MARCH 10, 2021 AT 9:05 IN THE MORNING

**PRESENT:**

HON. VIRGILIO T. TERUEL,	- Vice Mayor & Presiding Officer
HON. DENNIS T. VALENCIA	- S.B. Member
HON. NERI T. CAMIÑA	- S.B. Member
HON. MARLON R. TERUÑEZ	- S.B. Member
HON. SUZETTE MARIE HILADO-BANNO	- S.B. Member
HON. REYNALDO E. TUMABOTABO	- S.B. Member
HON. JULIUS T. LEDESMA	- S.B. Member
HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO	- S.B. Member
HON. NORBERTO T. TURALBA	- S.B. Member
HON. JERRY T. TUARES	- Liga President
HON. DYOSA MARIE T. TERUÑEZ	- SKMF President

**ABSENT:** NONE

**Resolution No. 2021-031**

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, ATTY. SUZETTE T. ALQUISADA, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF AGRICULTURE REGIONAL FIELD OFFICE NO. 6 FOR THE ACQUISITION OF SHREDDER MACHINE AND FOR THE ESTABLISHMENT OF VERMI COMPOSTING FACILITY (VERMI SHED) IN THE MUNICIPALITY OF TIGBAUAN.

**WHEREAS**, RA 8435 otherwise known as the Agriculture and Fisheries Modernization Act (AFMA) aims to strengthen the Agriculture and Fisheries sector through farm modernization, greater participation among the local government units, farmers and fisherfolks, non-government and people empowerment;

**WHEREAS**, the Department of Agriculture under RA 10068 otherwise known as the Organic Agriculture Act of 2010 hereby declares the policy of the State to promote, propagate, develop further and implement the practice of organic agriculture in the Philippines;

**WHEREAS**, the contracting parties hereby bind themselves to undertake this Memorandum of Agreement for the "acquisition of a shredder machine" and "establishment of Vermi Composting Facility (Vermi Shed)", with the following duties and responsibilities:

**A. THE DEPARTMENT OF AGRICULTURE (DA) SHALL:**

1. Coordinate with the LOCAL GOVERNMENT UNIT OF TIGBAUAN for the implementation of the project;
2. Provide needed equipment as component of the project based on the approved work and financial plan;
3. Conduct regular monitoring and evaluation to ascertain the progress/accomplishments of the project and to ensure implementation of project components;

On the Provision of Agricultural Equipment's and facilities (PAEF) under the National Organic Agriculture Program (NOAP):

4. Provide the equipment as grant for one (1) shredder machine and one (1) vermi composting facility (vermi shed);
5. Regularly monitor the activities of the beneficiaries including the operation and maintenance of the equipment;

6. Provide such other support or assistance as maybe required by the composite teams to ensure the successful implementation of the project;
7. Reserve the right to intervene, institute corrective measures and repossess the equipment when not fully utilized or properly used and in case of non-compliance of the parties with the stipulations of this agreement;
8. In coordination with other implementing agencies, turn-over to the farmer beneficiaries the equipment provided and execute a corresponding Deed of Conditional Donation to the farmer beneficiaries;

**B. THE LOCAL GOVERNMENT UNIT OF TIGBAUAN SHALL:**

1. Submit an evaluated project proposal for approval of the Regional Executive Director describing the program objectives, interventions/project components, strategies, schedule of implementation and estimated amount requested;
2. Designate an Accountable Officer who shall assume responsibilities with all the transactions i.e. processing of documents and submission of needed documents required by the DA;
3. As part of the equity shall hire additional staff/worker to ensure effective and efficient implementation of the project;
4. Provide the counterpart in form of project management, labor cost and monitoring of the project;
5. Is a legitimate, registered and is willing to collaborate in the implementation of the project/program as beneficiary of LGU;
6. Coordinate with the DA RFO 6 in the implementation of the project;
7. Make available project records and related documents to DA RFO 6 for inspection and monitoring;
8. Prepare and submit regular monitoring reports to DA RFO 6;
9. Implement the project in accordance with the approved project proposal, conduct periodic monitoring and evaluation to ascertain the progress/accomplishment of the project and submit the required periodic physical status of the project to DA-RFO6;

On the provision of Agricultural Equipment's and Facilities (PAEF):

10. Responsible in the maintenance and operating cost of the equipment;
11. Acknowledge receipt of the equipment and be responsible in its operation and maintenance;
12. Responsible in coming up with the guidelines and policy of operation, operating scheme, cost and strategies that is appropriate to them with the guidance of the DA RFO6 and Local Government Unit;
13. Utilize the equipment/facility in accordance to its intended use, allow access and use by farmers folk and shall not in any way sell mortgage the same;
14. Maintain a complete and detailed logbook of the equipment operation and whenever requested, allow the DA Agencies/line bureaus monitoring team to access the same;
15. Responsible and accountable for the security of the equipment while in their custody and must ensure optimum utilization of the equipment;
16. Voluntarily surrender the equipment to DA RFO6 when:
  - a. Not properly maintained and utilized for one year;
  - b. Not settled any problem arising from the use for a period of one year;
  - c. There is written complaint filed arising from misuse of the item initiated by the members of the association and/or the local government unit/s;
  - d. Not complying with the Memorandum of agreement;

17. Strictly abide and follow the provisions, terms and conditions of the agreement as stipulated in the MOA.

**C. MISCELLANEOUS/OTHER TERMS AND CONDITIONS**

1. Effectivity and Duration

This agreement shall take effect immediately upon the signing by the parties and shall remain in force unless amended or rescinded by the concerned parties and shall remain valid until both parties fulfil their respective responsibilities and obligations.

2. Integral Part of this Contract

The approved project proposal shall be considered as integral part of the contract including the standard operating procedures.

**NOW, THEREFORE**, on motion of HON. NORBERTO T. TURALBA, *Chairman, Committee on Agriculture and Aquatic Resources* and duly seconded by Hon. Dennis T. Valencia, Hon. Neri T. Camiña, Hon. Marlon R. Teruñez, Hon. Reynaldo E. Tumabotabo, Hon. Julius T. Ledesma, Hon. Ma. Gerrylin Santuyo-Camposagrado, Hon. Norberto T. Turalba, Hon. Jerry T. Tuares and Hon. Dyossa Marie T. Teruñez;

**RESOLVE, AS IT IS HEREBY RESOLVED**, to authorize the Municipal Mayor, Atty. Suzette T. Alquisada, for and in Behalf Of The Municipality Of Tigbauan to Enter Into A Memorandum Of Agreement With The Department Of Agriculture Regional Field Office No. 6 For

The Acquisition Of Shredder Machine and for the Establishment Of Vermi Composting Facility (Vermi Shed) In The Municipality Of Tigbauan,

**RESOLVED FURTHER**, to forward copies of this Resolution to the Office of the Municipal Mayor, Atty. Suzette T. Alquisada, to the Department of Agriculture, Regional Office No. 6 and to all concerned for their information and/or appropriate action.

**APPROVED.**

**CERTIFIED CORRECT:**

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

**ATTESTED:**

  
**ATTY. VIRGILIO T. TERUEL**  
Vice Mayor & Presiding Officer

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HON. VIRGILIO T. TERUEL, LAWYER  
Municipal Vice Mayor

Sangguniang Bayan Members:

Hon. Dennis T. Valencia  
Hon. Neri T. Camiña  
Hon. Marlon R. Teruñez

Hon. Suzette Marie Hilado-Banno, M.D.  
Hon. Reynaldo E. Tumabotabo  
Hon. Julius T. Ledesma, O.D.

Hon. Ma. Gerrylin Santuyo-Camposagrado, LLB, MPA  
Hon. Norberto T. Turalba  
Hon. Jerry T. Tuares, (LnB-Pres.)- Civil Engineer  
Hon. Dyossa Marie Teruñez (SKMF-Pres.)

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