



Republic of the Philippines
Province of Guimaras
8TH SANGGUNIANG PANLALAWIGAN

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE 8TH SANGGUNIANG PANLALAWIGAN, PROVINCE OF GUIMARAS HELD AT THE SP SESSION HALL, PROVINCIAL CAPITOL ON AUGUST 16, 2016.

PRESENT:

Atty. John Edward G. Gando -	Vice Governor/Presiding Officer
Hon David G. Gano -	SP Member/Deputy Majority Floor Leader
Hon. Cresente P. Chavez, Jr. -	SP Member
Hon. Diosdado G. Gonzaga -	SP Member
Hon. Josefina G. de la Cruz -	SP Member
Hon. Rex G. Fernandez -	SP Member
Hon. Aurelio G. Tionado -	SP Member
Hon. Dan Elby C. Habaña -	SP Member
Hon. Felicito M. Gareza -	Ex-Officio Member (PCL Fed. President)

ABSENT:

Hon. Ramon N. Ortiz -	Ex-Officio Member (ABC Fed. President)
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OFFICIAL BUSINESS:

Hon. Cyril C. Beltran -	SP Member
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RESOLUTION NO. 140

RESOLUTION AUTHORIZING GOV. SAMUEL T. GUMARIN, MD, MPH TO SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT OF GUIMARAS THE MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF AGRICULTURE, REGION VI FOR THE FARM TRACTOR ASSISTANCE PROGRAM

WHEREAS, the Provincial Government of Guimaras is availing the Department of Agriculture's Farm Tractor Assistance Program to improve the farm productivity and income of corn and cassava farmers through counterpart funding arrangement;

WHEREAS, the Department of Agriculture, Regional Office VI will be providing to the Provincial Government of Guimaras one (1) unit Four Wheel Drive Tractor where the latter is obliged to pay 10% of the total cost in the amount of ₱230,000.00, as equity;

WHEREAS, the Honorable Governor, in his letter dated 09 August 2016, has requested for an authority to sign the Memorandum of Agreement with the Department of Agriculture for the acquisition of the one (1) Unit Four Wheel Drive Tractor;

WHEREAS, this Honorable Body interposes no objection on such request as it is found to be in order and beneficial to the provincial government, the Provincial Agriculturist, however, is advised to formulate a guideline on the utilization of the said equipment;

NOW THEREFORE, on motion of Hon. Diosdado G. Gonzaga, Chairperson, Committee on Agriculture, unanimously seconded.

THE 8TH SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

RESOLVED, to authorize Gov. Samuel T. Gumarin, MD, MPH to sign for and in behalf of the Provincial Government of Guimaras, the following corrected MOA, to wit:

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

The Department of Agriculture through its Regional Field Office VI, a government agency created and existing under the laws of the Republic of the Philippines with office address at Parola, Iloilo City represented by the Regional Executive Director, ENGR. REMELYN R. RECOTER herein referred to as DA;

-and-

The Provincial Government of Guimaras, a local government unit with office address at San Miguel, Jordan, Guimaras, represented by its Governor, HON. SAMUEL T. GUMARIN, MD, MPH, referred to as the LGU;

WITNESSETH:

WHEREAS, R.A. 8435 otherwise known as the Agricultural and Fisheries Modernization Act or AFMA aims to strengthen the Agriculture and Fisheries sector through farm modernization greater participation among the local government units, farmers and fisher folks, non-government organizations and people empowerment;

WHEREAS, under R.A. 7160, otherwise known as Local Government Code of 1991, the DA's extension function has been devolved to Local Government Units;

WHEREAS, the Department of Agriculture is mandated to facilitate the implementation of agricultural program/projects in the region through the provisions of logistical, administrative and technical support in line with the needs and priorities of the Local Government Units;

WHEREAS, the Department of Agriculture through the Agri-Pinoy Corn program is implementing farm mechanization (Farm Tractor Assistance Program) to corn and cassava areas to improve farm productivity and income of corn and cassava farmers through counterpart funding arrangement with LGU concerned;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and undertakings herein setforth, the parties have agreed as follows:

Article I Duties and Responsibilities of the Parties

a. The DA-RFU VI shall:

- 1. Implement the program activities in the region as stipulated in the guidelines.*
- 2. Provide facility assistance to the beneficiary in a 90:10 counter parting scheme acquisition of one (1) unit Four Wheel Drive Tractor.*

3. Regularly monitor the activities of the beneficiaries including the operation and maintenance of one (1) unit Four Wheel Drive Tractor.
 4. Conduct the trial run/testing and evaluation of one (1) unit Four Wheel Drive Tractor.
 5. Provide such other support or assistance as maybe required by the composite teams to ensure the successful implementation of the project.
 6. Reserve the right to intervene, institute corrective measures and repossess the facilities when not fully utilized, or properly used and in case of non-compliance of the parties with the stipulating of this agreement.
- b. The LGU shall:
1. Shall provide an equity amounting to 10% of the total cost of the facility.
 2. Responsible in shouldering the operating and maintenance cost of the mechanization facilities.
 3. Acknowledge receipt of the machine and be responsible in its operation and maintenance.
 4. Utilize the mechanization facilities in accordance to its intended use, allow access and use by farmers folk and shall not in any way sell or mortgage the same.
 5. Maintain a complete and detailed logbook of the equipment operation and whenever necessary, allow the DA Agencies/line bureaus monitoring team to have access to the same.
 6. Submit every end of harvest season utilization, operation, activity report related to the project to DA-RFU VI.
 7. Responsible and accountable for the security of the equipment while in their custody and must ensure its optimum utilization.
 8. Voluntarily surrender the equipment to DA-RFU VI when:
 - a. Not properly maintained and utilized for one year.
 - b. Not settling the problems arising in the use for a period of one year.
 - c. There is written complaint and any sanctions arising from using, coming from the residents nearby and government unit/s.
 - d. Not complying with the Memorandum of Agreement.
 9. Strictly abide and follow the provisions, terms and conditions of the agreement as stipulated in the MOA.

Article II

Miscellaneous/Other Covenants

1. Effectivity and Durations

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 all parties fulfil their respective responsibilities and obligations.

2. *Integral Part of the Agreement*

The approved project proposal shall be considered as integral part of the CONTRACT including:

- a. Time table of project activities and project cost estimates, and
- b. Approved work plan/program of works or specifications.

1 unit Brand New 4-WD Farm Tractor with a minimum of 75 Power Take Off (PTO) Horsepower

Attachments:

1 unit Mounted Disc Plow -	4 pcs of 26" dia. Disc.
1 unit Trailing Disc Harrow-	18 pcs of 24" dia. Disc.
1 unit Trailer -	5 tons capacity

Article III

Amendatory, Termination and Penalty Clause

- a. The agreements made by the parties may be amended only in writing and signed by either parties or its duly authorized representatives. All amendment/s shall be appended to this Agreement. Notices to either party pursuant to this Agreement shall be in writing and delivered to the addresses of the parties indicated herein, and
- b. In the event of any breach of this agreement the LGU as represented by the Municipal Mayor shall be accountable for the implementation of the project and the disbursement of the funds from DA.

IN WITNESS WHEREOF, the parties have signed these presents on _____ 201__ at _____.

Department of Agriculture
Regional Field Unit No. VI
By:

ENGR. REMELYN R. RECOTER
Regional Executive Director

Province of Guimaras
By:

HON. SAMUEL T. GUMARIN, MD, MPH
Governor

Signed in the presence of:

MA. LIZA G. CALMORIN
Regional Corn Program Focal Person
DA-RFU VI

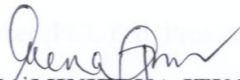
ERNIE ROSENDO G. VILLANUEVA
APCD
DA-RFU VI

RONNIE D. MORANTE
Provincial Agriculturist

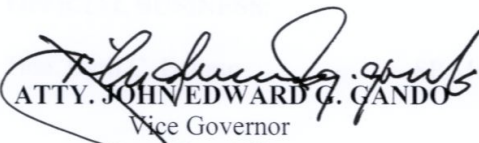
RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Department of Agriculture-Regional Field Office VI, POAS and all others concerned, for information and appropriate action.

ADOPTED. August 16, 2016.

I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 8th Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on August 16, 2016.


LORENA MINIERVA-ITUCAS
Secretary to the Sangguniang Panlalawigan

Attested:


ATTY. JOHN EDWARD C. GANDO
Vice Governor
Presiding Officer

Approved:


SAMUEL T. GUMARIN, MD, MPH
Governor