



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 17th REGULAR SESSION OF THE 12th SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON DECEMBER 5, 2022.

Present:

HON. RONALDO D. ENCABO	- SB Member – Acting P.O
HON. ARNOLD L. FLORES	- SB Member
HON. FREDERICK R. BALANDRA	- SB Member
HON. HERMES B. CABALES	- SB Member
HON. MA. GEMMA C. ALBISO	- SB Member
HON. RHOLLY A. LABANG	- SB Member
HON. ROMEO G. LIGAN	- SB Member
HON. JELITO R. PEÑONAL	- SB Member
HON. JESSIE NIEL C. PAULO	- ABC President
HON. JEZIEL R. DAGUPAN	- SKF President
HON. ROMEO D. PARILA	- IPMR

Absent:

HON. LORENZO S. ALCANTARA	- Municipal Vice Mayor – O.B
----------------------------------	------------------------------

RESOLUTION NO. 0104-2022

AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLOR S. CERILLES, RMT, MAGD, TO ENTER INTO A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE PHILIPPINE COCONUT AUTHORITY (PCA IX) REPRESENTED BY ITS ACTING ADMINISTRATOR, BERNIE F. CRUZ FOR THE IMPLEMENTATION OF COMMUNAL NURSERY ESTABLISHMENT IN THE MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR.

WHEREAS, presented for consideration and appropriate action is the request of the Local Chief Executive to authorize her to enter into a Memorandum of Agreement (MOA) by and between the Philippine Coconut Authority (PCA IX) represented by its Acting Administrator, Bernie F. Cruz for the implementation of Communal Nursery Establishment in the locality;

WHEREAS, Section 22 (c) of R.A 7160, otherwise known as the Local Government Code of 1991, provides, that every local government unit, as a corporation, shall, unless otherwise provided in this Code, no contract may be entered into by the



local chief executive in behalf of the local government unit without prior authorization by the sanggunian concerned;

WHEREAS, the municipal mayor is empowered by the same Code to enter into contracts on behalf of the municipality, based on Section 444 (b) (1) (vi) thereof, which provides that upon authorization by the sangguniang bayan, represent the municipality in all its business transactions and sign on its behalf all bonds, contracts, obligations, and such other documents made pursuant to law or ordinance;

WHEREAS, the communal nursery establishment intends to grant hybrid coconut seedlings for planting and replanting to qualified coconut farmers and would-be coconut farmers in their coconut farms;

WHEREAS, after careful review and exhaustive deliberation, and after finding the same to be proper and order;

NOW, THEREFORE, premises above-considered, on motion by **HON. JESSIE NIEL C. PAULO**, the body resolved, as it hereby resolves to authorize the Local Chief Executive, Honorable Mayor Junaflor S. Cerilles, RMT, MAGD, to enter into a Memorandum of Agreement (MOA) by and between the Philippine Coconut Authority (PCA IX) represented by its Acting Administrator, Bernie F. Cruz for the implementation of Communal Nursery Establishment in the Municipality of Dumalinao, Zamboanga del Sur.

LET the copy of this resolution be furnished to concern offices and/or officials for reference, guidance and appropriate action.

DONE this **5TH** day of **DECEMBER 2022**, at Dumalinao, Zamboanga del Sur.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


ATTY. MAYUS RYAN D. ANDO
SB Secretary

Attested and approved by:


RONALDO D. ENCABO
SB Member – Acting Presiding Officer



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made and entered into this 5th day of December, 2022 in Tina, Dumalinao, Zamboanga del Sur by and between:

The **PHILIPPINE COCONUT AUTHORITY**, a government owned and controlled corporation organized and existing under by virtue of the laws of the Republic of the Philippines with office address at R & D Building, Elliptical Road, Diliman, Quezon City, herein represented by its Acting Administrator, **BERNIE F. CRUZ**, referred to as the "PCA";

-and-

The Local Government Unit - Dumalinao an organized and existing under the laws of the Republic of the Philippines, with office address at Tina, Dumalinao, Zamboanga del Sur herein represented by its Municipal Mayor, **JUNAFLO R. S. CERILLES**, herein referred to as the "Project Partner";

WITNESSETH:

WHEREAS, the PCA is the primary government agency mandated by law to over-see the development of the coconut industry in all its aspects to ensure that the fruits of such developments will accrue to the benefits of coconut farmers;

WHEREAS, the PCA is currently implementing the Communal Nursery Establishment as a project component of the Coconut Hybridization Program under the Coconut Farmers and Industry Development Plan which intends among others to grant qualified coconut farmers and would-be coconut farmers, hybrid coconut seedlings for planting and replanting in their coconut farms;

WHEREAS, the cooperating parties signify their interest to engage in the communal nursery establishment in order to increase farm income and farm productivity for the benefit of the coconut farmers and the industry stakeholders in the province of Zamboanga del Sur.

NOW THEREFORE, for and in consideration of the above premises and their mutual covenants herein stipulated, the parties agreed as they hereby agree, on the following obligations:

I. SPECIFIC RESPONSIBILITIES OF THE PARTIES

The PCA shall:

1. Provide and deliver the seednuts requirement for the communal nursery.
2. Provide the agri-inputs, necessary supplies and equipment, funds for laborers/manpower requirements and other incidental expenses chargeable against CY 2023 CHP-CFIDP.
3. Directly pay the laborers for the establishment and maintenance of the nursery every 15th and 30th of the month.
4. Assist the LGU Dumalinao on how to establish proper coconut nursery/s;

JUNAFLO R. S. CERILLES

DIONE P. DAGATAN

BERNIE F. CRUZ

FERDINAND D. ACAYLAR

JUNAFLOR S. CERILLES

5. Inspect the coconut nursery/s established by the LGU Dumalinao.
6. Supervise and provide the much-needed technical assistance in the establishment and maintenance of the nursery including pest/disease management.
7. Ensure that the produce of the communal nursery is a quality nursery-raised polybagged hybrid seedlings.
8. Evaluate eligible coconut farmer-recipients including farms to be planted;
9. Supervise the distribution of seedlings to eligible coconut farmer-recipients;
10. Regularly monitor the project sites.

The LGU Dumalinao shall:

1. Establish and maintain the coconut nursery/s strategically located near the area for planting and replanting for a period of 6-7 months.
2. Recommend and hire laborers requirement for the establishment and maintenance of the communal nursery.
3. Sign an acknowledgement receipt, stating therein the kind and quantity of seednuts and other agricultural inputs and the date the said inputs were received.
4. Produce the required number of quality nursery-raised polybagged hybrid seedlings for planting in suitable areas for farmers.
5. Only the PCA shall withdraw the polybagged hybrid seedlings for distribution to the farmer-beneficiaries.

BERNIE F. CRUZ

II. GENERAL PROVISIONS

1. In the implementation of this MOA, both parties shall strictly observe and comply with their respective responsibilities;
2. Any provision of this MOA maybe modified, altered or supplemented subject to the mutual agreement of both parties. Any amendment/supplement to any of the provisions of this MOA shall be made in writing upon mutual consent of both parties;
3. This MOA shall take effect upon signing and shall remain in force for seven (7) months and until terminated via written notice, to be made by either party proposing such termination, at the end or before the start of the next batch nursery period; and,
4. Should there be any conflict with respect to the interpretation or operation of any of the provisions of this agreement, the parties shall exert their best efforts to amicably settle such conflict.

DIONEDIS P. DAGATAN

FERDINAND D. ACAYLAR

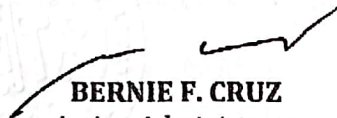
III. WARRANTIES AND REPRESENTATION

1. The parties are duly organized and existing under the laws of the Philippines and has each full power and authority to execute, deliver and perform this MOA and other agreements contemplated therein;
2. The parties have obtained all necessary consents and approvals required for the execution, delivery and performance of this MOA and all other agreements contemplated therein;
3. The execution, delivery and performance by each of the parties of this MOA and any other agreement contemplated herein do not and will not violate any provisions of its constitutive documents, or any provisions of any decrees, agreements, judgment, license, permit, to which it is a party or to which its properties are bound, or any law, rule or regulation to which it is a subject;
4. The MOA constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms and conditions;

IN WITNESS WHEREOF, the parties represented by their duly authorized officers have signed this Memorandum of Agreement at the place and on the date above written.

PHILIPINE COCONUT AUTHORITY

By:


BERNIE F. CRUZ
Acting Administrator

PROJECT PARTNER

By:


JUNAELOS S. CERILLES
Municipal Mayor

SIGNED IN THE PRESENCE OF:


FERDINAND D. ACAYLAR
Regional Manager III


DIONES P. DAGATAN
Acting Division Chief I

ACKNOWLEDGEMENT

Republic of the Philippines)
PASIG CITY
.....) S.S

BEFORE ME, a Notary Public for and in PASIG CITY, on this ____ day
of 3 FEB 2023, 2022 personally appeared the following:

Name	Government Issued Identity	Date/ Place Issued
BERNIE F. CRUZ	<u>UMID-006-0078-2004-1</u>	<u>Pagadian City, ZDS</u>
JUNAFLO S. CERILLES		

Both known to me to be the same persons who executed the foregoing Agreement, and who acknowledged to me that they executed the same for and in behalf of their respective agencies, that they are duly authorized to sign the same, and that the same is their free and voluntary act and deed, and that of the agencies represented.

This document, which pertains to a MEMORANDUM OF AGREEMENT consisting of four (4) pages, including the page on which this Acknowledgement is written, has been signed by the Parties and their witnesses on each and every page thereof, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on the date and at the place first above written.

Doc. No. 68 ;
Page No. 68 ;
Book No. V ;
Series of 2023.

ATTY. ARTURO M. SISON, JR.
Notary Public
Appointment No. 05
Until December 31, 2024
RCR No. 49039
IBP No. 255757, 01/03/23, QC.
PTR No. 9321928, 01/04/23, Bul.
MCLC Compliance No. VII 002143
Unit 903, ATC-Burgundy Empire Tower,
ADB Aven., Ortigas Center, Pasig City