



Republic of the Philippines
Region IX
Province of Zamboanga del Sur
MUNICIPALITY OF DUMALINAO



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 75TH REGULAR SESSION OF THE 12TH SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON JUNE 3, 2024.

Present:

HON. WILFREDO L. MALONG, SR.	- Vice Mayor
HON. RONALDO D. ENCABO	- SB Member
HON. ARNOLD L. FLORES	- SB Member
HON. HERMES B. CABALES	- SB Member
HON. FREDERICK R. BALANDRA	- SB Member
HON. RHOLLY A. LABANG	- SB Member
HON. MA. GEMMA C. ALBISO	- SB Member
HON. ROMEO G. LIGAN	- SB Member
HON. JELITO R. PEÑONAL	- SB Member
HON. ROMEO D. PARILA	- IPMR

Absent:

HON. JOEL L. FAMOR	- ABC President – O.B
HON. JUSTONY G. SULATORIO	- SKF President – S.L

RESOLUTION NO. 0331-2024

AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLO R. S. CERILLES, RMT, MAGD, TO ENTER AND SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF DUMALINAO BY AND BETWEEN THE PHILIPPINE CARABAO CENTER, REPRESENTED BY ITS OIC-EXECUTIVE DIRECTOR, DR. CARO B. SALCES FOR THE IMPLEMENTATION OF AN EXPANDED ARTIFICIAL INSEMINATION PROGRAM FOR CARABAOS 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 and sign a Memorandum of Agreement by and between the Philippine Carabao Center (PCC) for the implementation of an expanded Artificial Insemination Program for Carabaos 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 Local Government Unit of Dumalinao recognizes the importance of improving the genetic quality and productivity of carabaos to enhance agricultural productivity and the livelihood of local farmers;

WHEREAS, the Philippine Carabao Center (PCC) has proposed an Expanded Artificial Insemination Program for Carabaos, which aims to enhance the breeding capacity and productivity of carabaos in all barangays in the municipality;

WHEREAS, the implementation of this program requires the formalization of a partnership through a Memorandum of Agreement (MOA) between the LGU-Dumalinao and the PCC;

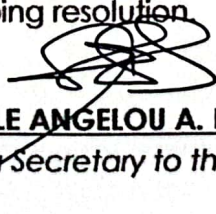
WHEREAS, after careful review and exhaustive deliberation, and after finding the same to be proper and order;

NOW, THEREFORE, premises above-considered, on motion by **HON. ROMEO D. PARILA**, the body resolved, as it hereby resolves to authorize the Local Chief Executive, Honorable Mayor Junafior S. Cerilles, RMT, MAGD, to enter and sign a Memorandum of Agreement on behalf of the Local Government Unit of Dumalinao by and between the Philippine Carabao Center, represented by its OIC-Executive Director, Dr. Caro B. Salces for the implementation of an expanded Artificial Insemination Program for Carabaos 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 3rd day of JUNE 2024, at Dumalinao, Zamboanga del Sur.

I HEREBY CERTIFY to the correctness of the foregoing resolution


DARRYLLE ANGELOU A. DALID, MPA, JD
Acting Secretary to the Sanggunian

Attested and approved by:


WILFREDO L. MALONG, SR.
Vice Mayor- Presiding Officer



MEMORANDUM OF AGREEMENT

This agreement made and executed by and between:

The **PHILIPPINE CARABAO CENTER**, with principal office at the Science City of Muñoz, Nueva Ecija represented by its **OIC-Executive Director, DR. CARO B. SALCES** herein referred to as PCC; and

The Municipality of _____ with principal office at _____ represented by the Honorable _____ herein referred to as the LGU.

DR. N. DEL BARRIO
Executive Director

JOEMAR E. SUGANOB
OIC-MAO

HON. JUNAFLOP S. CERRILLES, RMT
Municipal Mayor

DR. CECELIO G. VELEZ
Center Director

WITNESSETH

WHEREAS, the Department of Agriculture through its Philippine Carabao Center is implementing AI program of carabaos in order to produce crossbreds for milk and meat production, thus providing livelihood opportunities and better nutrition of small hold farmers;

WHEREAS, all parties recognized the importance of a cooperative effort in pursuing development objectives as per provision of RA 8745 and the Local Government Code of 1991;

NOW THEREFORE; for and in consideration of the mutual covenants agreement and stipulations herein set forth, all parties agree to jointly undertake the project called Expanded A.I. program in the barangays subject to the following terms and conditions.

ARTICLE I. RESPONSIBILITIES OF PCC

The PCC Shall:

1. Provide technical training on Artificial Insemination and Pregnancy Diagnosis to all qualified and interested LGU and Village-Based A.I. Technicians;
2. Provide field tanks, A.I. kit to Village-based Technicians necessary for the implementation of the project;
3. Provide buffalo frozen semen to trained LGU and Village-Based Technicians necessary for the implementation of the project;
4. Initiate the conduct of crossbred enterprise development in the villages in coordination with the party concerned; and

5. Assist the conduct of quarterly monitoring and evaluation on the activities and output of the LGU and Village-Based A.I. technicians and participate actively during meetings, conferences called for this purpose.

ARTICLE II. GENERAL RESPONSIBILITIES OF LGU

The LGU shall:

1. Prepare livestock development plan of the municipality in coordination with other agencies to insure continuity of the program and funding support;
2. Allocate funds for the purchase of liquid nitrogen tank and regular funding in the amount of _____ per year for the purchase of liquid nitrogen and AI supplies necessary in the conduct of AI services in the area of coverage;
3. Identify, select and recommend qualified LGU staff for AI training;
4. Supervise and provide assistance to LGU AI Technicians in implementing the genetic improvement program;
5. Promote crossbreeding and develop crossbred enterprises in the villages;
6. Participate actively in the planning, monitoring, evaluation and document of project activities;
7. In case Village based AI technicians is present in the municipality LGU shall:
 - 7.1 Recommend the nominated Village-based Technician for AI training;
 - 7.2 Act as the guarantor of the faithful performance of the Village-based Technician through the execution of a contract;
 - 7.3 Supervise and provide assistance to the Village-based Technician in implementing the genetic improvement program;
 - 7.4 Monitor the output of the Village-based AI Technician and collect reports for submission to the Provincial AI Coordinator;
 - 7.5 Promote the service the Village-based Technician in the community and empower to become self-reliant and oblige to actively participate in the planning, monitoring and documentation of project activities.

DR. N. DEL BARRIO
Executive Director

JOEMAR E. SUGANOB
OIC-MAO

HON. JUNAFLORES, CERILLES, RMT
Municipal Mayor

DR. CECILIO G. VELEZ
Center Director

ARTICLE III. PERIOD OF AGREEMENT

The undertaking shall take effect immediately on the date of signing by all parties concerned and will be valid for a period of five (5) years and can be extended as agreed upon all parties involve.

No party shall terminate each commitment to undertake such project within the period of five (5) years.

ARTICLE IV. LIABILITY CLAUSE

The PCC and Municipality of _____ shall not be liable for any claims of losses, damages, injuries, harm, death suffered by third persons and of properties resulting from, during and in the course of this undertaking of VBAT by virtue of this agreement as a result of the act of omission or negligence of the personnel of the latter.

ARTICLE V. AMENDMENTS, MODIFICATIONS AND ALTERATIONS

All amendments, modifications and alterations of any of the terms and conditions of this undertaking shall be made in a separate written instrument jointly signed by the parties hereto which shall thereafter form part of this agreement.

IN WITNESS WHEREOFF, we have hereunto set our hands this
_____ day of _____, 20_____.

PHILIPPINE CARABAO CENTER

CITY/MUNICIPALITY OF

DR. Liza G. Battad
Executive Director

HON. _____
City/Municipal Mayor

WITNESSES

DR. Cecelio G. Velez
Center Director, PCC at MLPC

Municipal Agriculturist/
City Veterinarian

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF _____) SS
MUNICIPALITY OF _____)

BEFORE ME, a Notary Public for and in the Municipality of _____,
Province of _____ this _____ day of _____, 20____
personally appeared:

DR. Liza G. Battad
ID NO: _____
Type of ID: PCC

HON. _____
ID NO: _____
Type of ID: _____

Known to me and to be known to be the same persons who executed the foregoing memorandum of Agreement and they have acknowledge to me that the same is their free and voluntary act and deed of the organization they respectfully represent.

This instrument consisting of four pages including the page, on which this acknowledgement is written, has been signed on each and every page thereof by the parties and their witnesses and sealed with my notaries' seal.

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

NOTARY PUBLIC
Until _____
PTR No. _____
IBP No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____