

Republic of the Philippines Province of Davao del Norte Municipality of Braulio E. Dujali -o0o-

BEFORE THE SANGGUNIANG BAYAN

EXCERPT FROM THE MINUTES OF THE 6^{TH} REGULAR SESSION OF THE SANGGUNIANG BAYAN OF BRAULIO E. DUJALI, DAVAO DEL NORTE AND HELD AT THE SANGGUNIANG BAYAN SESSION HALL ON FEBRUARY 20, 2017.

PRESENT:

HON. DONNA MAE B. BERNADAS, Ed. D.

HON. GREGORIO S. FACULA, MDMG

HON. MELFAR C. AGUILUZ

HON. YASMIN V. CAMPION, REA, REB

HON. ADHEM F. FUNA

HON. GERALD J. ABIERA

HON. RICKY T. DELCO

HON. ANNA C. CAGULADA

HON. NELSON C. BAER, RA

HON, ANGELITO P. ORILLOSA

HON. FRANCISCO D. BUCADON

Vice Mayor & Presiding Officer Sangguniang Bayan Member IPMR/Ex-Officio Member

None

ABSENT:

RESOLUTION NO. 2017-33

Sponsor: Hon. Yasmin V. Campion, REA, REB Co-Sponsors: All members present

A RESOLUTION AMENDING FURTHER RESOLUTION NO. 2016-195, OTHERWISE KNOWN AS A RESOLUTION AUTHORIZING ATTY. LEAH MARIE M. ROMANO MUNICIPAL MAYOR TO SIGN IN THE MEMORANDUM OF AGREEMENT BETWEEN THE LOCAL GOVERNMENT UNIT OF BRAULIO E. DUJALI AND THE PROVINCIAL GOVERNMENT OF DAVAO DEL NORTE IN CONNECTION WITH THE IMPLEMENTATION OF THE FLOOD CONTROL PROJECT UNDER THE 2015 BOTTOM-UP BUDGETING.

WHEREAS, the Sangguniang Bayan already had adopted Resolution No. 2016-195 during the conduct of its 3rd special session on December 13, 2016 and immediately had the same forwarded to the Provincial Government for the finality of the agreement to be entered into by the two parties mentioned in the foregoing;

WHEREAS, weeks later, this honorable body got hold of recommendations that came from the province's Legal Officer in two consecutive instances both stating that certain provisions of the Memorandum of Agreement that was incorporated in the said resolution have to be amended to make it mutually acceptable. Adhering to such recommendations, this body adopted Resolution No. 2017-12 and subsequently the adoption hereof;

WHEREAS, for purposes of clarity in the delineation of roles and responsibilities of both parties, the Memorandum of Agreement to be entered

All John

Page 1 of 5 pages



ver eggin i stan entend et som enten en ettisse eigen, mellert i optice en ettischen ette en

图图 化正角分配 化工厂 化二苯基甲二苯基甲基

建建设建设设施。这种最高的基础的,但是不是一个企业的,但是是一个企业的,但是一个企业的,但是一个企业的,是一种的,是一种的企业的。

IN LATE MARCH OF A CONSUME OF A CONSUME OF A CONSUMAN SERVICE OF THE SACRED AND CONTRACTOR OF THE SERVICE OF A CONSUMER OF A CON

NEWS NEWS

HON DONAR MAKES WELL SEED OF A SEED OF SEED OF

14 43.07

1.0

and Alice Alice and Alice

A PRINCIPAL AND AND TOTAL OF A DESCRIPTION OF THE STATE OF A STATE

self-fill (16.5) and had by the collection of the collection of the solution No. 2016during the collection of the film of the solution of the solution of the solution of the collection of the solution of

of deligns weeks have the same the bound of an economic betweek that it successfully insurances both and the same is a consecutive insurances both and the same is a consecutive of degreement that was accompany to the same that a consecutive same is a consecutive and the same is a consecutive and the same in the consecutive same in the same is a consecutive and the same in the same in the same is a consecutive same in the s

and PEAS of premouve on the community of the second of the

by and between this municipality and the Province of Davao del Norte shall be read as follows:

MEMORANDUM OF AGREEMENT (MOA) FOR THE IMPLEMENTATION OF THE "FLOOD CONTROL PROGRAM" UNDER 2015 BUB PROGRAM

KNOW ALL MEN BY THIS PRESENTS:

The Municipality of Braulio E. Dujali, Province of Davao del Norte with principal office at Purok 5, Barangay Dujali, Braulio E. Dujali, Davao del Norte as represented by the **HONORABLE MAYOR, ATTY. LEAH MARIE A. MORAL-ROMANO**, hereinafter referred to as the **"MUNICIPALITY"**

And

The Provincial Government of Davao del Norte, Region XI with principal address at Mankilam, Tagum City, Davao del Norte as represented by the **HONORABLE GOVERNOR, ANTONIO RAFAEL G. DEL ROSARIO** herein referred to as the "PROVINCE".

WITNESSETH

WHEREAS, the Municipality of Braulio E. Dujali, Davao del Norte is one of the beneficiaries of the Bottom-Up-Budgeting (BuB) of the national government for the year 2015;

WHEREAS, one of the projects identified in the Local Poverty Reduction Action Plan CY 2015 is the "Flood Control Program" funded by the Department of Interior and Local Government (DILG);

WHEREAS, the Department of Interior and Local Government allocated a total amount of P6,000,000.00 for the said project while the Local Government Unit of Braulio E. Dujali shared its counterpart of P600,000.00 having a total project cost of P6,600,000.00;

WHEREAS, the said project is agreed to be implemented by the LGU of Braulio E. Dujali, however, the LGU finds hard to implement the said project due to limited number of heavy equipment available/serviceable because some needs major repairs;

WHEREAS, due the above conditions of the heavy equipment of the LGU, the latter then finds necessary to ask assistance from the Provincial Government of Davao del Norte by asking the Honorable Governor Antonio Rafael del Rosario to allow us to borrow One (1) unit Long Reach Backhoe/Floating Backhoe to fastrack the implementation of the said project;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties to this Agreement do hereby agree on the following terms and conditions;

AN MA

Resolution No.2017-33 Page 2 of 5 pages

ace, of legs versus as a process page of the control of the second beveloped Norma shall be a control of the co

1. 19 99年7年7年3月1日 1日 1日 建营销 上间 加州省位

for the destroy of those of the increase of Empereum and with armopal office at the second of the se

7 T W

ins Coverda something of the consequence of the address at the decimal sequence of the address at the something of the address at the something of the address at the south address of the address of the

and the state of the state of

with the above of the color of the color of the color of the color of the Norte is core of the color the research are color of the colo

보고 하다 보고 있는 사람들이 하는 것이 되었다. 그 아이는 아이는 아이는 아이는 아이는 아이는 아이는 아이는 아이를 하는데 CY - 19 등 이 한국에 작업하는 학교에는 기업 이 아이는 아이들이 그리고 교육한 아이는 아이를 가는데 Local Local - 19 등 아이들이 바로 (19 도움)

AND PROPERTY AND THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE STREET OF COLD TO STREET OF THE PROPERTY OF THE PROPERTY

A PRESEAS, the crue of the respect to the expect of the problem of the problem of the stability of the second of t

Notes in a second one shows the contribution of the contribution of the LGU, the latter is the contribution of the LGU, the latter is the contribution of the contribution.

ADVI PREEERSKE, to Friday and Friday and Friday and American the Commission to Ballies to the Commission to Commission the Commission (特別 American) (特別 Am

sugar Plata sugar meneralah kerangan meneralah sugar meneralah sugar meneralah sugar meneralah sebagai sebagai Sugar Plata sugar meneralah sebagai se

Article I-Scope

Section I. This Memorandum of Agreement (MOA) covers the implementation of the 2015 Flood Control Program funded by the Department of Interior and Local Government under the Bottom-up-Budgeting Process.

Article II-Implementation Arrangement

Section 2. The following implementation arrangement shall be adopted and assumed by the parties concerned:

I. Roles and Responsibilities of Key Stakeholders

A. Role of the Provincial Government of Davao del Norte

- The Province will grant the request of the Municipality of Braulio E. Dujali to borrow One (1) unit of Long Reach Backhoe/Floating Backhoe to be used strictly only in the implementation of the 2015 Flood Control Program funded by the Department of Interior and Local Government under the BuB Program of the national government until the said project is completed;
- 2. The Province will also assign one (1) operator and one (1) laborer/helper to handle the said heavy equipment until the completion of the said project which is estimated to reach 258 calendar days;
- 3. The Province will provide the Municipality a Trust Fund Account where the fund will be downloaded by the latter for the salaries/wages of the operator and laborer/helper assigned;
- 4. The Province will provide the municipality a monthly financial progress report;
- In case the said funds are not fully consumed, the Province shall return to the Municipality of Braulio E. Dujali un-utilized amount transferred to them by the latter; and
- 6. The Province shall shoulder the cost for major repairs.

B. Roles and responsibilities of the Municipality of Braulio E. Dujali

- The Municipality will shoulder the salaries/wages of the operator and the laborer/helper of the one (1) unit Long Reach Backhoe/Floating backhoe assigned to implement the project at a rate of P529.90 and P430.81 per day, respectively;
- 2. A total of P209,500.00 from DILG-BUB-LGU Trust Fund will be transferred by the municipality to the Provincial Government Trust Fund Account purposely for the salaries/wages of the operator and the laborer/helper assigned to operate the unit;
- 3. The Municipality will shoulder the fuel, oil and other lubricants of the unit assigned to implement the project;

Page 3 of 5 pages

agent Telephone

Rock of the Neurosandon of the end of the end of the implementation of the Assistance of the following the end of the following the end of the

क्षात्र करनावर । क्षेत्र के अध्यक्षेत्र है । अनुवार है है । अविवास

e gradiciës e ferentare et par et dyklas e et et genant skalt is adg<mark>pled and assumed by</mark> ele parties entreuse ta

armate has an early in few more of it incomes a wife to week it.

- In The Province to the country of the service of the cashing of Bradio E. Bujah to service Guernay. One 10 person of the country of the country. The country of the country of the country of the country.
- 2. The Provided (i) laborary uses the considerant and (ii) laborary helper to name the following the said project specific to enqual the said project specific is enqual to the recommendation of the said project.
- 2. The Provide National Provided Not over a Print Fund Account where the fond in the Provided Notes of the operator and section of the contract of the Section Configuration of the Configuration of t
- phoces assigned femalish formation of the property of statement of the void office.
- is a case much and burner of the common of the common that the description of the common of the comm
 - employed region is a first of the first wife with the

មីស្ត្រាជា នៅមានស្រី in ប្រជាព្យាយ។ ១០១៧ ខែ cembrole ខេត្តការប្រជាព្រះ 2016មី និងប្រជាព្រះ

- C. The intercoding of a control to the discrete values of the operator and the function of the operator and the function of the roll of the control of th
- 2. A foral of CVIC acts to be a control of the cult hard hard will be maniferred by the control of the control
- The Main openion of sources are for the mile street diricality of the unit.
 Strapped in a physical for the control of the control

- 4. The Municipality shall request and shall be provided with transparent and clear financial flow of transactions in terms of disbursing the salaries/wages of the operator and laborer/helper by providing with a copy of the Monthly Financial Progress Report; and
- 5. The Municipality will constantly monitor the day to day activity in the area to immediately address issues that will arise while implementing the project.
- 6. The Municipality will shoulder the minor repairs, preventive maintenance and other expenses while said unit is in its operation of implementing project.

Article III Sanctions

Section 1. In the event that the province is unable to comply with its responsibilities under this MOA for reasons other than *force majeure*, the Municipality of Braulio E. Dujali shall have the right to withdraw back the total amount transferred by the Local Government of Braulio E. Dujali from the Provincial Government of Davao del Norte.

Article IV Special Provisions

Section 1. Memorandum of Agreement takes effect upon official signing of the Parties and shall remain valid until the Program has been completed and terminated by mutual agreement among the Parties.

In witness thereof, parties to this MC day of, 2017	A hereby affix their signatures this , Philippines.
ANTONIO RAFAEL G. DEL ROSARIO Provincial Governor	ATTY.LEAH MARIE A. MORAL-ROMANO Municipal Mayor
WITNESS:	

ENGR. RAUL G. MABANGLOProvincial Engineer

ENGR. JAY R. COLALJO Municipal Engineer

my my m

Resolution No.2017-33

Page 4 of 5 pages

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES))
BEFORE ME, a Notary Public for and in Davao del Norte, this
This agreement consisting of four (4) pages including this page where this acknowledgement is written, signed by said officials and their instrumental witnesses on each and every page thereof, refers to a MEMORANDUM OF AGREEMENT for the purpose herein set forth.
WITNESS MY OFFICIAL SEAL and SIGNATURE, on date and place above-written.
Doc. No Page No Book No Series of
WHEREFORE, on motion of Hon. Yasmin V. Campion and duly seconded by Hon. Melfar C. Aguiluz; Hon. Gerlad J. Abiera; Hon. Francisco D. Bucadon; Hon. Ricky T. Delco; Hon. Anna C. Cagulada; Hon. Gregorio S. Facula; Hon. Angelito P. Orillosa and Hon. Adhem F. Funa, it is hereby
RESOLVED TO AMEND AS THIS BODY HEREBY AMENDS FURTHER RESOLUTION NO. 2016-195, OTHERWISE KNOWN AS A RESOLUTION AUTHORIZING ATTY. LEAH MARIE M. ROMANO MUNICIPAL MAYOR TO SIGN IN THE MEMORANDUM OF AGREEMENT BETWEEN THE LOCAL GOVERNMENT UNIT OF BRAULIO E. DUJALI AND THE PROVINCIAL GOVERNMENT OF DAVAO DEL NORTE IN CONNECTION WITH THE IMPLEMENTATION OF THE FLOOD CONTROL PROJECT UNDER THE 2015 BOTTOM-UP BUDGETING.
CARRIED.
I HEREBY CERTIFY to the correctness of the foregoing resolution. JULIET EVANCELISTA/DAANTON Secretary to the Sanggunian MGDH 1
Attested to be duly adopted: DOWNA MAE B. BERNADAS, Ed. D. Vice Mayor & Presiding Officer