



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

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BEFORE THE SANGGUNIAN BAYAN

EXCERPT FROM THE MINUTES OF THE 8TH REGULAR SESSION OF THE SANGGUNIAN BAYAN OF BRAULIO E. DUJALI, DAVAO DEL NORTE AND HELD AT THE SANGGUNIAN BAYAN SESSION HALL ON MARCH 6, 2017.

PRESENT:

HON. DONNA MAE B. BERNADAS, Ed. D.	Vice Mayor & Presiding Officer
HON. YASMIN V. CAMPION, REA, REB	Sangguniang Bayan Member
HON. ADHEM F. FUNA	Sangguniang Bayan Member
HON. GERALD J. ABIERA	Sangguniang Bayan Member
HON. RICKY T. DELCO	Sangguniang Bayan Member
HON. NELSON C. BAER, RA	Sangguniang Bayan Member
HON. ANNA C. CAGULADA	Sangguniang Bayan Member

ON OFFICIAL BUSINESS:

HON. GREGORIO S. FACULA, MDMG	Sangguniang Bayan Member
HON. ANGELITO P. ORILLOSA	ABC Pres/Ex-Officio Member

ABSENT:

HON. MELFAR C. AGUILUZ	Sangguniang Bayan Member
HON. FRANCISCO D. BUCADON	IPMR/Ex-Officio Member

RESOLUTION NO. 2017-39

Sponsor: Hon. Nelson C. Baer, RA

Co-Sponsors: All members present

A RESOLUTION GRANTING AUTHORITY TO ATTY. LEAH MARIE MORAL-ROMANO, MUNICIPAL MAYOR TO SIGN IN THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE LOCAL GOVERNMENT UNIT OF BRAULIO E. DUJALI AND THE ECPAC SYSTEM CORPORATION REPRESENTED BY MR. HECTOR A. SIMPLICIO, OPERATION MANAGER, WITH PRINCIPAL OFFICE AT DOOR 1&2 E.C BUSINESS CENTER, C.M RECTO ST. DAVAO CITY IN CONNECTION WITH THE AUTOMATED SOFTWARE PROGRAM FOR FINANCIAL MANAGEMENT INFORMATION SYSTEM (FMIS) TO BE USED BY THE MUNICIPAL ACCOUNTING OFFICE OF THE MUNICIPALITY OF BRAULIO E. DUJALI

WHEREAS, presented before this honorable council is the letter dated February 16, 2017 of Atty. Leah Marie Moral-Romano, Municipal Mayor requesting the Sangguniang Bayan thru Hon. Donna Mae B. Bernadas, Municipal Vice Mayor, to pass a resolution giving authority to the Local Chief Executive on behalf of this Local Government Unit to enter into Memorandum of Agreement by and between this municipality and ECPAC System Corporation, represented by Mr. Hector A Simplicio, Operation Manager, in connection with the automated software program for Financial Management Information System (FMIS) used by the Municipal Accounting Office of this municipality for scrutiny and appropriate action;

WHEREAS, this matter was referred to the appropriate committee for further study and perusal;

WHEREAS, after thorough discussion and deliberation on the merits of the abovementioned matter, the committee recommended for the passage of this resolution it being the only system that can quickly facilitate the data needed by the Municipal Accounting Office of this municipality and the role of the two parties are clearly stipulated in the Memorandum of Agreement, contents of which are as follows:

MEMORANDUM OF AGREEMENT

For **ECPAC SYSTEMS CORPORATION** and authorizing the **LOCAL GOVERNMENT UNIT OF BRAULIO E. DUJALI**, to use/rent **ECPAC – FMIS Software**.

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** made and entered into this ____ day of _____ 2017 at Davao City by and between:

The **LOCAL GOVERNMENT UNIT OF BRAULIO E. DUJALI** with principal office at Braulio E. Dujali, Davao del Norte presented herein by its Municipal Mayor, **HON. ATTY. LEAH MARIE MORAL-ROMANO**, hereinafter referred to as the **SUBSCRIBER**;

-and-

The **ECPAC SYSTEMS CORPORATION**, with principal office at Door 1 & 2, E.C. Business Center, C.M. Recto St., Davao City, represented herein by its **Operation Manager, MR. HECTOR A. SIMPLICIO**, hereinafter referred to as **ECPAC SYSTEMS CORPORATION**.

WITNESSETH

WHEREAS, the ECPAC has the necessary expertise and facilities to undertake management and technical consultancy on Information Technology;

WHEREAS, in line with its Local Government Computerization Project, ECPAC has develop computer – based application software package for the use of government agencies such as the following:

ECPAC FINANCIAL MANAGEMENT INFORMATION SYSTEM (FMIS)

WHEREAS, the **SUBSCRIBER** is interested to use/rent **ECPAC – FMIS SYSTEM** Automated Software developed by ECPAC Systems Corporation

WHEREAS, the above – stated software program is exclusively software product of **ECPAC SYSTEMS CORPORATION**, and that its use can only be upon formal authorization by same developer;

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions, the parties in this **AGREEMENT** hereto agree as follows;

SECTION 1. SCOPE OF AGREEMENT

This Agreement covers the turn – over, installation and user's training of the above-mentioned software program. In this connection, ECPAC hereby authorizes the SUBSCRIBER to use, adopt and implement the **ECPAC – FMIS SYSTEM**.

SECTION 2. TERMS OF AGREEMENT

This agreement shall take effect upon its execution when it is accepted / signed by both parties. This authorization is only for the use of the aforesaid system software and does not extend to the SUBSCRIBER the right to pass the software to any other entity for any monetary or material gain, nor is the SUBSCRIBER authorized to conduct user's training aside for training for its own organic personnel without prior consultation and consent of ECPAC.

SECTION 3. OBLIGATION OF ECPAC

1. Install the **ECPAC – FMIS SYSTEM** Software.
2. Coordinate the conduct of user's training with the SUBSCRIBER'S authorized representative/s.
3. Assign "**Authority Code Number**" for access purposes.
4. In case of any system error ECPAC Technical Staff shall provide or render services like phone calls, team viewer (Remote Desktop), if not area visit will be conducted.

SECTION 4. OBLIGATIONS OF THE SUBSCRIBER

1. Agree to pay the amount of **EIGHT THOUSAND PESOS ONLY (PHP 8,000)** per month for the period of one (1) year to be made payable to ECPAC upon enactment of this Agreement.
2. Coordinate with ECPAC in determining and assigning from its staff the personnel who are to use, operate and maintain the installed system.

SECTION 5. SUPPORT SERVICES TO BE PROVIDED

5.1 The ECPAC is committed to assist the SUBSCRIBER in the proper utilization of the software that will support the successful implementation of the computerized system. ECPAC shall provide the necessary service as herein set forth:

5.1.1 ECPAC shall provide maintenance to the software, and to correct any program errors that are found to exist in the original licensed software. However, if the error is found to be caused by user's negligence, machine failure or any other

cause not inherent in the original software, the ECPAC reserves the right to charge the SUBSCRIBER for service rendered.

- 5.1.2** ECPAC shall respond to SUBSCRIBER'S request for on-site technical assistance.
- 5.1.3** In case the SUBSCRIBER requests for additional features, functions and enhancements to the software, customization services may be provided by ECPAC for a fee. The costs, which shall be chargeable to the SUBSCRIBER, shall be mutually approved by the ECPAC and the SUBSCRIBER.
- 5.1.4** ECPAC shall provide the SUBSCRIBER with the updates to the system installed as soon as the updated software is already available.

SECTION 6. WARRANTY

The above – mentioned software is provided with one (1) year warranty. ECPAC does not warrant that the software will be uninterrupted or error free. Likewise, ECPAC shall not be liable for any direct consequential or incidental loss or damage, the SUBSCRIBER may incur in the implementation / use of the software.

SECTION 7. DURATION OF AGREEMENT

ECPAC binds itself to effect this Memorandum of Agreement (MOA) for the period of one (1) year starting on January 1, 2017 and terminating on December 31, 2017 or until such time that the COA E-NGAS will be available. The agreement may be renewed thereafter upon terms mutually agreed both parties.

IN WITNESS WHEREOF, the parties hereunder hereby affix their signatures on this ____ day of _____ at _____, Philippines.

LGU – BRAULIO E. DUJALI

ECPAC SYSTEMS CORPORATION

ATTY. LEAH MARIE MORAL-ROMANO
Municipal Mayor

MR. HECTOR A. SIMPLICIO
Operation Manager

Witnesses:

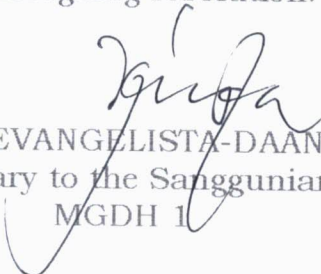
WHEREFORE, on motion of Hon. Nelson C. Baer, RA duly seconded by all members present, it is hereby;

RESOLVED TO GRANT AS THIS BOBY HEREBY GRANTS AUTHORITY TO ATTY. LEAH MARIE MORAL-ROMANO, MUNICIPAL MAYOR TO SIGN IN THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE LOCAL GOVERNMENT UNIT OF BRAULIO E. DUJALI AND THE ECPAC SYSTEM CORPORATION REPRESENTED BY MR. HECTOR A. SIMPLICIO, OPERATION MANAGER, WITH PRINCIPAL OFFICE AT DOOR 1&2 E.C BUSINESS CENTER, C.M RECTO ST. DAVAO CITY IN CONNECTION WITH THE AUTOMATED SOFTWARE PROGRAM FOR FINANCIAL MANAGEMENT INFORMATION

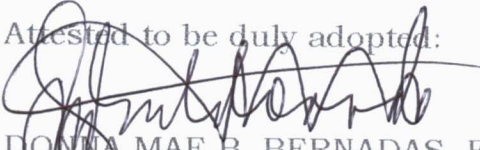
SYSTEM (FMIS) TO BE USED BY THE MUNICIPAL ACCOUNTING OFFICE OF THE MUNICIPALITY OF BRAULIO E. DUJALI, DAVAO DEL NORTE.

CARRIED.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


JULIET EVANGELISTA-DAANTON
Secretary to the Sanggunian
MGDH 1

Attested to be duly adopted:


DONNA MAE B. BERNADAS, Ed. D.
Vice Mayor & Presiding Officer