



Republic of the Philippines
Province of Davao del Norte
Municipality of Braulio E. Dujali
-oOo-
BEFORE THE SANGGUNIANG BAYAN

EXCERPT FROM THE MINUTES OF THE FORTY FOURTH (44TH) REGULAR SESSION OF THE SANGGUNIANG BAYAN OF BRAULIO E. DUJALI, DAVAO DEL NORTE AND HELD AT THE SANGGUNIANG BAYAN SESSION HALL ON NOVEMBER 12, 2018.

PRESENT:

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| HON. DONNA MAE BALDONADO-BERNADAS, Ed.D. | - Vice Mayor & Presiding Officer |
| HON. GREGORIO S. FACULA, MDMG | - Sangguniang Bayan Member |
| HON. MELFAR C. AGUILUZ | - Sangguniang Bayan Member |
| HON. ATTY. YASMIN V. CAMPION, REA, REB | - Sangguniang Bayan Member |
| HON. ADHEM F. FUNA | - Sangguniang Bayan Member |
| HON. RICKY T. DELCO | - Sangguniang Bayan Member |
| HON. ANNA C. CAGULADA | - Sangguniang Bayan Member |
| HON. EDUARDO M. ZAPATA | - Sangguniang Bayan Member |
| HON. ANGELITO P. ORILLOSA | - ABC Pres./Ex-Officio Member |
| HON. FRANCISCO D. BUCADON | - IPMR/Ex-Officio Member |
| HON DEXTER G. MENDIO | - SKF Pres./Ex-Officio Member |

ON OFFICIAL BUSINESS:

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|-------------------------|----------------------------|
| HON. NELSON C. BAER, RA | - Sangguniang Bayan Member |
|-------------------------|----------------------------|

ABSENT:

NONE

RESOLUTION NO. 2018-179

Sponsor: Hon. Atty. Yasmin V. Campion, REA, REB

Co-Sponsors: Hon. Angelito P. Orillosa, Hon. Ricky T. Delco, Hon. Anna C. Cagulada, Hon. Melfar C. Aguiluz, Hon. Eduardo M. Zapata, Hon. Francisco D. Bucadon, Hon. Dexter G. Mendio, Hon. Gregorio S. Facula, MDMG, Hon. Adhem F. Funa

GRANTING AUTHORITY TO ATTY. LEAH MARIE MORAL-ROMANO, MUNICIPAL MAYOR IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF BRAULIO E. DUJALI TO RENEW THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THIS LOCAL GOVERNMENT UNIT AND THE ECPAC SYSTEMS CORPORATION

WHEREAS, this body was in receipt of a letter dated July 19, 2018 from Mayor Leah Marie M. Romano, asking authority from this honorable body for her to enter into MOA with ECPAC Systems Corporation, in connection with the proposed renewal of services the latter had extended to this LGU;

WHEREAS, in order to keep at pace with the increasing official transactions using the most current and modern technology that ECPAC can provide, hence this resolution, granting her request to enter into MOA with contents enumerated hereunder:

MEMORANDUM OF AGREEMENT

For **ECPAC SYSTEMS CORPORATION** and authorizing the **LOCAL GOVERNMENT UNIT OF BRAULIO E. DUJALI, DAVAO DEL NORTE** to use/rent/ **ECPAC-BAS** Software.

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** made and entered into this ____ day of _____ 2018 at Davao City by and between:

The **LOCAL GOVERNMENT UNIT OF BRAULIO E. DUJALI**, with principal office at Braulio E. Dujali, Davao del Norte represented 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, **MS. MARVIE GRACE R. AVILA CPA** hereinafter referred to as ECPAC SYSTEMS CORPORATION.

WITNESSETH

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

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

I. BARANGAY ACCOUNTING SYSTEM

WHEREAS, the SUBSCRIBER is interested to use/rent **ECPAC-BAS** 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 I. 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-BAS** Software solely for the SUBSCRIBER’S own use.

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 those 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-EMIS SYSTEM Software.
2. Coordinate the conduct of users training with the SUBSCRIBER’S authorized representative/s.
3. Assign “**Authority Code Number**” two units 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 8,000.00)** inclusive **12% VAT** per month for a period of one (1) year to 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 services 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 the service rendered.

5.1.2 ECPAC shall respond to SUBSCRIBER'S request for on-site technical assistance.

5.1.3 In case the SUBSCRIBER request 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 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

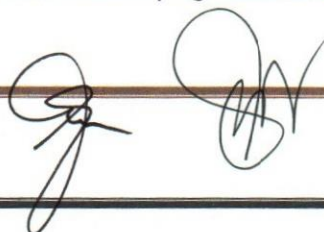
The above – mentioned software is provided with one (1) year warranty. ECPAC does not warrant the software will be uninterrupted or error free. Likewise, ECPAC shall not be liable for any direct consequential or incidental loss or damage, the subscriber may incur the implementation / use of the software.

SECTION 7. BILLING AND PAYMENT

The Subscriber binds and obligates itself to pay the total amount for **ECPAC-BAS, EIGHT THOUSAND PESOS ONLY (PHP 8,000.00)** inclusive 12% VAT of ECPAC Systems Corporation for a period starting October 2018 to October 2019.

SECTION 8. DURATION OF AGREEMENT

ECPAC binds itself to effect this Memorandum of Agreement for (MOA) for the period of one (1) year starting on October 2018 and terminating on October 2019. The agreement may be renewed thereafter upon terms mutually agreeable to both parties.



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

LGU-DUJALI, DAVAO DEL NORTE

ECPAC SYSTEMS CORPORATION

ATTY. LEAH MARIE MORAL-ROMANO
Municipal Mayor

MS. MAVIE GRACE R. AVILA, CPA
Operations Manager

Witnesses:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S

At _____ this ____ day of _____, before me a Notary Public for and in the above jurisdiction, personally appeared the following persons with their CTC nos. as follows:

ATTY. LEAH MARIE A. MORAL-ROMANO
Municipal Mayor

TIN No. _____

Know to me as the same persons who executed the foregoing agreement consisting of 6 pages including this page where the acknowledgement is written, signed by the parties ad their witnesses on all pages, hereof and acknowledged to me that the same is their free voluntary act and deed, as well as free and voluntary act and deed of entity that each of them respectively represent herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal at the place and on the date first above written.

NOTARY PUBLIC

DOC. NO. _____
PAGE NO. _____
BOOK NO. _____
SERIES OF 2018

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S

At _____ this ____ day of _____, before me a Notary Public for and in the above jurisdiction, personally appeared the following persons with their CTC nos. as follows:

MS. MAVIE GRACE R. AVILA **Driver License No. LO2-11-006402**
Operation Manager

Know to me as the same persons who executed the foregoing agreement consisting of 6 pages including this page where the acknowledgement is written, signed by the parties and their witnesses on all pages, hereof and acknowledged to me that the same is their free voluntary act and deed, as well as free and voluntary act and deed of entity that each of them respectively represent herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal at the place and on the date first above written.

NOTARY PUBLIC

DOC. NO. _____
PAGE NO. _____
BOOK NO. _____
SERIES OF 2018

WHEREFORE, on motion of Hon. Atty. Yasmin V. Campion, duly seconded by Hon. Angelito P. Orillosa, Hon. Anna C. Cagulada, Hon. Ricky T. Delco, Hon. Adhem F. Funa, Hon. Eduardo M. Zapata, Hon. Dexter G. Mendio, it is hereby;

RESOLVED TO GRANT AS THIS BODY HEREBY GRANTS AUTHORITY TO ATTY. LEAH MARIE MORAL-ROMANO, MUNICIPAL MAYOR IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF BRAULIO E. DUJALI TO RENEW THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THIS LOCAL GOVERNMENT UNIT AND THE ECPAC SYSTEMS CORPORATION

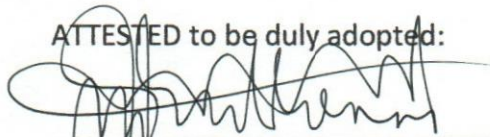
CARRIED.

I HEREBY CERTIFY to the correctness of this resolution.



TEOFISTA FACULA-BACLAAN
Senior Administrative Assistant I
(Secretary Designate)

ATTESTED to be duly adopted:



DONNA MAE BALDONADO-BERNADAS, Ed.D.
Municipal Vice Mayor & Presiding Officer