



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

OFFICIAL BUSINESS

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2023 -228
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE DEPARTMENT OF AGRICULTURE RELATIVE TO THE LAUNCHING OF THE ENHANCED "KADIWA NI ANI AT KITA FINANCIAL GRANT ASSISTANCE PROGRAM".

Sponsored by:

**HON. SIMPLICIO G. DOMINGUEZ
and
HON. REYNALDO D. PALABRICA**

Co-sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Mac Raven Espiritu, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Victorio L. Guerrero, Jr., Hon. Alejandro Gutierrez, Hon. Rogelio M. Nolasco, Hon. Levy M. Tela and Michael E. Solis

WHEREAS, the Department of Agriculture launched the "Enhanced KADIWA ni Ani at Kita Financial Grant" to ensure food availability and accessibility during the COVID-19 pandemic and beyond.

WHEREAS, under this program, the Department of Agriculture shall provide financial assistance to participating eligible organizations and local government units. The City of Bacoor, being a consistent Seal of Good Local Governance awardee, geared towards continued pursuit of providing help to all Bacooreños, including the local individual farmers, fisherfolks, community-based organization, farmers and fisherfolks cooperatives, and/or associations will be one of the recipients of the said grant.

WHEREAS, a draft Memorandum of Agreement between the Department of Agriculture and the city government was sent by the Office of the City Mayor to the Sangguniang Panlungsod for its review and consideration. The said Memorandum of Agreement shall be deemed an integral part of this resolution.



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Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

NOW THEREFORE, upon motion of Hon. Simplicio Dominguez and Hon. Reynaldo Palabrica, unanimously seconded by the council in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the Sangguniang Panlungsod to pass this resolution authorizing the Hon. Strike B. Revilla, to sign the Memorandum of Agreement between the City Government of Bacoor and the Department of Agriculture relative to the launching of the Enhanced Kadiwa ni Ani at Kita Financial Grant Assistance Program.

RESOLVED FURTHER, to furnish the Office of the City Mayor, Department of Agriculture, the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and other government agencies concerned with copies of this resolution.

APPROVED this 27th day of March 2023 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing resolution was duly passed in accordance with law by the Sangguniang Panlungsod of the City of Bacoor, Cavite on the 27th day of March 2023.

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/ Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into on _____, 2023 by and between:

The **DEPARTMENT OF AGRICULTURE**, a national government agency existing under and by virtue of the laws of the Republic of the Philippines, with principal office, Elliptical Road, Diliman, Quezon City, duly represented by its Senior Undersecretary, **DOMINGO F. PANGANIBAN**, by virtue of the **MEMORANDUM FROM THE EXECUTIVE SECRETARY (dated 02 September 2022)**, hereinafter referred to as the "**DA**",

-and-

The **LOCAL GOVERNMENT UNIT OF BACOOR**, a Local Government Unit with office address Bacoor Government Center Complex, Molino Blvd., Bacoor City, Cavite, represented by its Local Chief Executive, **HON. STRIKE B. REVILLA** by virtue of the **City Resolution No. __ Series of 2023** attached hereto as **Annex "A"**, hereinafter referred to as "**LGU-BACOOR**".

The **DA** and the **LGU-BACOOR** shall be referred to individually as a "Party" and collectively as "Parties".

WITNESSETH:

WHEREAS, the **DA** is mandated to promote agricultural development by providing policy framework, public investments, and support services needed for domestic and export-oriented business enterprises;

WHEREAS, the **DA** has launched the **Enhanced KADIWA ni Ani at Kita Financial Grant Assistance Program** to ensure food availability and accessibility during the period of COVID-19 pandemic and beyond;

WHEREAS, under the Program, the **DA** provides financial grant assistance to participating eligible organizations and local government units (**LGU**) to enhance their capacities in value-adding activities in the food supply chain from aggregation, processing, packing, storing, warehousing, transport to distribution.

WHEREAS, the **LGU-BACOOR** as a consistent awardee of the Seal of Good Local Governance is geared towards continued pursuit of providing help to all Bacooreños, including the local individual farmers, fisherfolks, Community-based Organizations, farmers and fisherfolk cooperatives, and/or associations;

WHEREAS, the parties recognize the need for a provision of Financial Grant Assistance to Local Government Units (**LGUs**), Farmers and Fisherfolk Cooperatives/Associations (**FCAs**) and Community-Based Organizations under the **DA Memorandum Circular No. 13 Series of 2021 "Comprehensive Implementing Guidelines on the Enhanced KADIWA ni Ani at Kita**

Financial Grant Assistance Program”, are essential for the continuous supply of food in major cities and demand centers.

NOW, THEREFORE, for and in consideration of the foregoing premises and their mutual covenants hereinafter set forth, the parties hereby agree to enter into this Memorandum of Agreement under the following terms and conditions:

ARTICLE I PROJECT DESCRIPTION

The Agreement focuses on the provision of procurement of hauling vehicle under the Enhanced KADIWA Financial Grant Assistance Program specifically **Type B “Grant”: Market Logistics and Post-Harvest** as per Memorandum Circular No. 13, series of 2021, as recommended, after evaluation by the DA – Agribusiness and Marketing Assistance Division (AMAD) Region IV-A.

In support of the project, DA shall download funds to **LGU-BACOR** which shall serve as a direct proponent of the project. The project shall serve as shared equipment to the farmers of **Bacor** as beneficiaries and shall closely coordinate with the Agribusiness and Marketing Assistance Service (AMAS) as source of funds and DA-RFO specifically the Agribusiness and Marketing Assistance Division (AMAD) for proper utilization of the funds.

ARTICLE II OBLIGATIONS OF THE DA

The **Department of Agriculture** through its **Agribusiness and Marketing Assistance Service (“AMAS”)** shall:

1. Provide a financial grant to **LGU-BACOR** in the amount of **TEN MILLION PESOS (P10,000,000.00)** to be funded under Market Development Services _____, General Appropriations Act for the Implementation of the KADIWA ni Ani at Kita Program to be released in full in accordance with the approved project proposal and work and financial plan contained in Annex “B” and “C”, respectively. Funding assistance may be released in full or in tranches depending on the nature and the need of the project. For releases in tranches, schedule and amount of releases shall be in accordance with related provisions in COA Circulars 94-013 and 2012-001;
2. Keep a copy of the Official Receipt (OR) issued by **LGU-BACOR** to **DA** acknowledging receipt of fund transferred;
3. Through AMAS in coordination with the Field Office – Agribusiness Marketing Division (“AMAD”), monitor and inspect the utilization of the fund in accordance with the intended purpose and objective, and implementation of the project;
4. Provide coordinative assistance to **LGU-BACOR** during the project implementation; such as but not limited to market-matching with institutional buyers, the conduct of training on proper handling and sorting, etc.;
5. Ensure compliance with the provisions of the MOA, and adhere to the accounting and auditing requirements of fund transfers to **LGU-BACOR** per COA Circular No.

94-013 (The Rules and Regulations in the Grant, Utilization, and Liquidation of Funds Transferred to Implementing Agencies), and COA Circular No. 2012-001 (Prescribing the Revised Guidelines and Documentary Requirements for Common Government Transactions) such as, among other, maintenance of subsidiary ledger of cash transferred pertaining to the project, drawing Journal Vouchers to take up financial reports of **LGU-BACCOOR** as well as taking up liquidation and COA Certificates of Balance and Settlement issued;

6. Through the AMAS in coordination with the Field Office – Agribusiness and Marketing Division (“AMAD”), monitor the liquidation of documents involving fund transfer within a period of thirty (30) days from the date of receipts of fund transfer. Failure to liquidate previous fund transfer precludes the DA to further release additional funds;
7. Demand a Terminal Report from **LGU-BACCOOR**, reflecting the amount of the actual cost of the project. The liquidation documents should be duly audited in accordance with existing accounting rules as well as other relevant COA regulations;
8. Demand the refund of unused funds or savings after project completion and the refund of any disallowed amount as a result of a financial audit by the DA and/or the Commission on Audit, as well as issue an Official Receipt (OR) for unexpended balance and the refunded disallowance remitted by **LGU-BACCOOR**;
9. Institute appropriate actions against **LGU-BACCOOR** which may include, among others, suspension or termination of the project in case of violation of the provisions of this MOA and/or legal action for misuse of approved and released funds, the legal costs of which shall be shouldered by **LGU-BACCOOR**.
10. Repossess the assets like vehicle and equipment acquired through the grants in the vent of mismanagement or violation of the conditions of the agreement.

ARTICLE III OBLIGATIONS OF LGU-BACCOOR

The **LGU-BACCOOR** shall:

1. Implement the approved project above-mentioned appended hereto as Annex “B” to be fully realized and operated in a KADIWA Center which will be established by the LGU-BACCOOR and shall see to it that it is in accordance with the approved project objectives, standards, systems and procedures for project implementation, and the approved Work and Financial Plan contained in Annex “C”;
2. Adhere to the DA Implementing Guidelines and Procedures on Financial Grant Assistance as stipulated in DA Memorandum Circular No. 13, series of 2021 or the *“Comprehensive Implementing Guidelines on the Enhanced KADIWA Financial Grant Assistance Program”*;
3. Deposit the check received for the purpose to the authorized government depository bank of **LGU-BACCOOR**. It shall issue an Official Receipt in the name of DA for the amount released and received;

4. Directly take charge of fund management activities by providing the needed administrative and management mechanisms thereby ensuring the prompt and timely processing of funds;
5. Ensure that the financial grant received from the DA shall be used based in the approved project proposal by the **LGU-BACOOR** as proponent, which is to procure delivery vehicles that will serve as a shared equipment for the identified Farmers and Fisherfolk Cooperatives and Associations (FCAs) in **BACOOR**.
6. Utilize the amount received from DA solely for the above-mentioned approved project/s and/or for the purpose and line items as specified in the approved project proposals and Work and Financial Plan;
7. Procure the necessary requests indicated in the approved project proposal through competitive public bidding and compliance with government accounting and auditing rules and regulations;
8. Separately keep and maintain any/all necessary accounting ledgers/records for the project which shall be voluntarily submitted whenever required and subjected to monitoring and evaluation of the DA Authorized Representative/s and furnish fully the certified true copies of any/all required documents;
9. Submit regular monthly updates/reports to the DA to include properly documented reports with complete attachments.
10. Submit the accomplishment/terminal report to the DA within sixty (60) days after the completion of the project;
11. Submit a liquidation report to the DA, certified correct by the Accountant and approved by the head of the institution within sixty (60) days after the completion of the project;
12. Notify DA AMAS and DA-AMAD in writing of any changes, delay, or any concern relating to the complete and effective implementation of the project;
13. Ensure unimpeded access by the DA to the project and documents and other information deemed relevant in monitoring and evaluating the progress of the project;
14. Submit a physical and financial report and other documents duly audited by the Resident COA Auditor in liquidating the fund used in the execution of the project. The liquidation documents should be duly audited in accordance with existing auditing and accounting rules as well as the other relevant COA regulations thirty (30) days upon completion of the project.
15. Submit pre, during, and post-project implementation digital photos/videos of the project accomplishments and ensure that the above-mentioned requirements are implemented according to the plan, programs, and priorities of the DA;
16. Refund the full amount released should any of the following cases occur:

- a. Misappropriation of funds without prejudice to the filing of administrative and/or criminal charges as circumstances may warrant;
 - b. Noncompliance with any of the provisions stated in this agreement; and
 - c. Commission of any act inconsistent with or contrary to the spirit avowed intent of this agreement.
17. Return/refund to DA (a) that portion of the fund which remains unused after the expiration of the MOA and (b) any disallowed amount after financial audit;
 18. Abide by the provisions of **COA Circular No. 94-103** which is made an integral part hereof and other government laws, rules and regulations directly or indirectly pertaining to projects funded either fully or partly by government agencies;
 19. In realizing the program, and for the purpose of propriety, transparency and accountability, **LGU-BACOOR** shall faithfully observe the provisions of RA 9184 and its Implementing Rules and Regulations;
 20. Adhere to the prescribed accounting entries for booking up property/equipment purchased out of the Program funds.
 21. In the case where fund assistance includes an allocation for the acquisition of equipment, purchase the necessary equipment indicated in the approved proposal through competitive public bidding and compliance with government accounting and auditing rules and regulations. Deliver the equipment for the exclusive use of the beneficiaries for the implementation of the approved project proposal and to be responsible for the proper storage and maintenance thereof, the cost of which shall be part of the **LGU-BACOOR** equity. DA shall own the equipment through the issuance of an Acknowledgement Receipt for the Equipment to the **LGU-BACOOR** who shall acknowledge receipt thereof. DA, together with the **LGU-BACOOR** shall conduct a regular inventory of the equipment to determine their physical condition.

ARTICLE IV OTHER TERMS AND CONDITIONS

1. The parties shall sign and issue the necessary documents, papers, instruments, and supplemental agreements in order to undertake and fulfill the provisions of this Agreement.
2. In the event that certain circumstances, not covered by the stipulations contained herein, shall arise or develop, or any doubtful point(s) shall be raised concerning the provisions of this Agreement, the concerned parties shall within ten (10) days, from the receipt of such request for interpretation and/or application of such doubtful points of circumstances, make their best effort to settle the same.
3. The provisions of this Agreement shall be subject to all applicable and appropriate government laws, rules and regulations.

ARTICLE V OWNERSHIP OF PURCHASED EQUIPMENT AND FACILITIES

In the event that the grant shall include provision for equipment and facilities, the **DA** reserves the right to ownership over **LGU-BACoor** until it is completed. Transfer of ownership of the said equipment and facilities in favor of the **LGU-BACoor** shall ensue upon issuance of Invoice Receipt of property by the **DA**, or completion of any other required accounting and audit procedure for the purpose.

ARTICLE VI OWNERSHIP OF INTELLECTUAL PROPERTY

The **PARTIES** hereby agree and understand that intellectual property rights, ownership and enjoyment thereof arising from this project shall be governed by the applicable provisions of **RA 10055 (An Act Providing the Framework and Support System for the Ownership, Management, Use and Commercialization of Intellectual Property Generated from Research and Development funded by Government and for other purposes)**, **RA 8439 (An Act Providing a Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in Government)**, and **RA 8293 (An Act Prescribing the Intellectual Property Code and Establishing the Intellectual Property Office, Providing for Its Powers and Functions, and for Other Purposes)** including their respective Implementing Rules and Regulations, and shall conform with the *"DA Intellectual and Property Policy and Technology Transfer Protocol"*.

ARTICLE VII TERMINATION AND BREACH OF CONTRACT

1. This Agreement may be terminated due to the following grounds:
 - a. Refusal/failure of **LGU-BACoor** with any of the provisions of this agreement without any justifiable reason;
 - b. Misuse/mismanagement by **LGU-BACoor** of the funds, or disbursement in a manner other than the purpose of which they are intended;
 - c. Any form of misrepresentation in the implementation of the project; and
 - d. Any other cause that renders the execution and implementation of the project impossible.
2. Upon determining the existence of the breach of contract, the **DA** shall duly notify **LGU-BACoor** within thirty (30) days and require the latter to comply with its responsibilities under this Agreement or explain the finding on misuse or mismanagement of funds. No such termination shall affect the undertaking of **LGU-BACoor** return and/or refund the amount received under paragraphs 15 & 16 of Article III of this MOA.

ARTICLE VIII AMENDMENTS

The amendments, modifications, or alterations to this Agreement shall be valid or binding for either party and shall be expressed in writing and executed with the same formality as this Agreement.

**ARTICLE IX
SEPARABILITY CLAUSE**

In the event that one or more provisions contained herein shall be held invalid, illegal, or unenforceable in any respect and for any reason, the remaining provisions shall remain valid, legal, and enforceable.

**ARTICLE X
NON-WAIVER**

The failure of either Party to enforce any provision herein set forth shall not be construed as a waiver or limitation of that Party's right to subsequently enforce compliance with every provision of this Agreement. Moreover, nothing in this Agreement limits the powers or constitutes a waiver of the statutory functions or powers of either Party.

**ARTICLE XI
DOCUMENTS COMPRISING THIS AGREEMENT**

All appendices hereto attached are hereby expressly made an integral part of this agreement by reference, excluding inconsistencies with any/all part, terms, and conditions contained in this Memorandum of Agreement.

**ARTICLE XII
EFFECTIVITY**

This Memorandum of Agreement shall take effect upon its signing and shall be in force within one (1) year unless sooner terminated under Article VII (**TERMINATION AND BREACH OF CONTRACT**) thereof subject to renewal upon mutual agreement of both parties.

IN WITNESS WHEREOF, the Parties hereunto, each acting through its duly authorized representative, have affixed their respective signatures this ____ day of _____ 20__, at Quezon City, Philippines.

DEPARTMENT OF AGRICULTURE

**LOCAL GOVERNMENT UNIT OF
BACOR, CAVITE**

By:

DOMINGO F. PANGANIBAN
Senior Undersecretary

HON. STRIKE B. REVILLA
Local Chief Executive

Signed in the presence of

KRISTINE Y. EVANGELISTA
*Assistant Secretary for Consumer Affairs
and DA Spokesperson*

ACKNOWLEDGEMENT

**REPUBLIC OF THE PHILIPPINES)
BACOR CITY, CAVITE) s.s.**

BEFORE ME, a Notary Public for and in the City of Quezon, this ____ day of _____
2023 personally appeared:

| NAME | Government Issued ID | Place/Date Issued |
|-------------------------------|----------------------|-------------------|
| DOMINGO PANGANIBAN | F. | |

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged before me that the same is their free act and voluntary deed and that of the parties they represent.

WITNESS MY HAND AND SEAL, this ____ day of _____, 2022 at _____

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2023.

ACKNOWLEDGEMENT

**REPUBLIC OF THE PHILIPPINES)
BACOOR, CAVITE) s.s.**

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2023 personally appeared:

| NAME | Government Issued ID | Place/Date Issued |
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| HON. STRIKE B. REVILLA | | |

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WITNESS MY HAND AND SEAL, this ____ day of _____, 2022 at _____

Notary Public

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