

**TRIPARTITE MEMORANDUM OF AGREEMENT (MOA)
FOR THE BOHOL EARTHQUAKE ASSISTANCE (BEA)-DILG FUND**

KNOW ALL MEN BY THIS PRESENTS

This Tripartite Memorandum of Agreement (MOA) for the Bohol Earthquake Assistance-DILG (BEA-DILG) Fund intended to support the reconstruction/ rehabilitation/ repair of damaged LGU facilities/infrastructures is entered into among and between the following Parties:

The **DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT**, a national government agency represented herein by its Regional Director, **ANANIAS M. VILLACORTA**, with office address at DILG Regional Office VII, Sudlon, Lahug, Cebu City, hereinafter referred to as the **"DILG"**;

The **PROVINCIAL GOVERNMENT OF BOHOL**, a local government unit (LGU) duly established under the laws of the Republic of the Philippines, with address at CPG North Ave., Tagbilaran City herein represented by its Governor, **HON. EDGAR M. CHATTO**, hereinafter referred to as the **"PGBh"**;

and

The **MUNICIPALITY OF JAGNA, BOHOL** a local government unit (LGU) duly established under the laws of the Republic of the Philippines, with address at Poblacion, Jagna, Bohol herein represented by its Municipal Mayor, **HON. FORTUNATO R. ABRENILLA**, hereinafter referred to as the **"LGU"**.

WITNESSETH

WHEREAS, the Philippines ranks among the countries that are most vulnerable to multiple hazards, such as earthquakes, typhoons, floods, volcanic eruptions, and landslides, exacerbated by global climate change;

WHEREAS, a 7.2 magnitude earthquake struck Bohol and nearby provinces on the early morning of 15 October 2013;

WHEREAS, it affected the whole Central Visayas Region, particularly Bohol and Cebu;

WHEREAS, more than 73,000 structures were damaged, of which more than 14,500 were totally destroyed;

WHEREAS, the Provincial Government of Bohol submitted the Post-Great Bohol Earthquake Rehabilitation Plan;

WHEREAS, the DILG established the Bohol Earthquake Assistance-DILG Fund (BEA-DILG Fund), to support reconstruction/rehabilitation/repair of damaged LGU facilities/infrastructures, hereinafter referred to as the "Fund";

WHEREAS, the National Government released SARO-BMB-D-14-0006008, dated May 26, 2014 in the amount of P2,413,354,190.00, for the recovery and rehabilitation of Bohol and Cebu devastated by magnitude 7.2 earthquake per Office of the President's approval dated May 19, 2014, sourced out from the Supplemental Appropriations, RA 10634, National Disaster Risk and Management Fund (Calamity Fund) of which P2,389,494,190.00 is earmarked for Bohol;

WHEREAS, the Sangguniang Panlalawigan of Bohol passed Resolution No. 2014-389 authorizing Hon. Edgar M. Chatto to enter into a Tripartite Memorandum of Agreement with the DILG and recipient LGUs for the implementation of the Fund;

WHEREAS, the Sangguniang Bayan of Jagna, Bohol passed Resolution No. 119-08 Series 2014, authorizing Hon. Fortunato R. Abrenilla to enter into a Tripartite Memorandum of Agreement with the DILG and PGBh and to comply with the Fund's requirements;

WHEREAS, to ensure the effective and efficient implementation of the subproject/s to be funded under the Fund, there is a need to define the institutional arrangements, the responsibilities of all parties, and the procedures and requirements in the utilization of the Fund;

NOW THEREFORE, for and in consideration of the foregoing, the Parties to this Agreement do hereby agree on the terms and conditions set forth herein.

Section 1. GENERAL PRINCIPLES

- 1.1 This Tripartite MOA defines the roles and responsibilities of DILG, PGBh, and LGU in implementing the Bohol Earthquake Assistance (BEA)-DILG Fund;
- 1.2 The parties shall at all times take necessary action to cooperate with each other, perform their respective duties and responsibilities in order to achieve the over-all objective of the Fund;
- 1.3 The implementation of this Memorandum of Agreement shall conform with the policies and procedures prescribed in Memorandum Circular No.1 Series of 2014 (Guidelines in the Implementation of the BEA-DILG Fund) which shall be made an integral part of this Agreement;
- 1.4 The Fund shall be used exclusively to finance the implementation of the approved subprojects as stipulated in **Section 2.1** of this Agreement. In no case shall the LGU use the Fund to cover administrative costs (e.g. office supplies, local travelling expenses, communication, honoraria, meetings and consultations, salaries, and any other related monitoring and construction supervision

expenses) of the LGU personnel overseeing and monitoring the subproject. Such expenses shall be borne by the LGU.

- 1.5 All parties shall strictly observe the provisions of RA 9184 in the procurement of goods, civil works and services.

Section 2. THE SUBPROJECT/S

- 2.1 This Tripartite MOA shall cover the following subproject/s with the corresponding approved amount :

| Subproject Title | Location | Approved Amount (as per POW) |
|--|--------------------|---------------------------------|
| Repair/Rehab of Legislative and Mun. Bldg. | Poblacion, Jagna | 2,280,000.00 |
| Repair/Rehab of Public Market | Looc, Jagna | 1,430,000.00 |
| Repair/Rehab of Jagna Gymnasium | Poblacion, Jagna | 20,000,000.00 |
| Repair/Rehab of Jagna Waterworks System | Poblacion, Jagna | 390,000.00 |
| Construction of Malbog Health Station | Malbog, Jagna | 737,766.16 |
| Repair/Rehab of Naatang Health Station | Naatang, Jagna | 300,817.53 |
| Repair/Rehab of Pagina Health Station | Pagina, Jagna | 794,646.71 |
| Repair/Rehab of Cabungaan Health Station | Cabungaan, Jagna | 395,630.93 |
| Repair/Rehab of Bunga Mar Health Station | Bunga Mar, Jagna | 357,664.93 |
| Repair/Rehab of Faraon Health Station | Faraon, Jagna | 290,337.71 |
| Repair/Rehab of Tubod Monte Health Station | Tubod Monte, Jagna | 645,821.77 |
| Repair/Rehab of Lonoy Health Station | Lonoy, Jagna | 365,000.00 |
| Repair/Rehab of Cantagay Health Station | Cantagay, Jagna | 782,893.03 |
| Repair/Rehab of Calabacita Health Station | Calabacita, Jagna | 838,917.32 |
| Repair/Rehab of Nausok Health Station | Nausok, Jagna | 200,000.00 |
| Repair/Rehab of Ipil Health Station | Ipil, Jagna | 299,503.91 |
| TOTAL | | 30,100,000.00 |

- 2.2 The PGBh shall release to the LGU, pursuant to Section VII-B.4 of the MC, the approved amount of THIRTY MILLION ONE HUNDRED THOUSAND PESOS (Php 30, 100,000.00) to finance the subproject/s.

2.3 In case the Subproject/s costs exceeded the approved amount stipulated in **Section 2.1 above**, the LGU shall provide cash counterpart to finance the difference;

2.4 Any variation orders due to changes in design shall be reviewed by the PGBh thru the PPMT. Any increase in the project cost due to variation orders shall be borne by the LGU;

Section 3. THE SUBPROJECT EXECUTION

The LGU shall carry out the implementation with due diligence and efficiency in conformity with sound administrative, financial, environmental and engineering practices. It shall:

- a. Adhere to standards and policies set by the National Government which are applicable to all phases of subproject preparation, procurement and implementation;
- b. Designate a Subproject Officer to supervise the construction/ implementation on site, on a day-to-day basis;
- c. Invite the DILG Provincial/ City Director/MLGOO to observe the procurement process particularly during pre-bid conference and bid opening;
- d. Submit a Monthly Physical Accomplishment Report within five (5) working days after the end of each month using the report form shown in Annex 7 (**Statement of Work Accomplished**) of the MC to the PGBh;
- e. Install billboards on the subproject sites to provide information to the public on the period of implementation, fund allocation and status of fund utilization pursuant to COA Circular No. 2013-004 dated 30 January 2013 (Information and Publicity on Programs/Projects/Activities of Government Agencies);
- f. Complete the subproject/s within the approved timelines;
- g. Upon Completion of the subproject submit to the Provincial Government thru the PPMT the following:
 - Subproject Completion Report (SPCR),
 - SWA showing 100% Accomplishment,
 - Certificate of Turn-Over by Contractor, duly acknowledged by the LGU,
 - Certificate of Completion issued by the LGU,
 - Liquidation Documents,
 - Copy of Request for Inspection by the COA, stamped with "Received;"

Section 4. DUTIES AND RESPONSIBILITIES

4.1 DUTIES AND RESPONSIBILITIES OF THE DILG

The DILG Regional Office shall oversee the implementation of the BEA-DILG Fund at the local level, and shall take appropriate measures to ensure that the funds transferred to LGUs are used for the intended purpose. Specifically, the DILG shall:

- a. Provide advisory, technical and related capacity development assistance to the LGU, in the management and implementation of the subproject/s;
- b. Monitor the procurement timelines and observe the bidding process;
- c. Provide support to the PPMT in the conduct of regular monitoring ;
- d. Validate reports submitted by the LGU on the compliance with the provisions of R.A. 6685 regarding the Hiring of Skilled and Unskilled labors;
- e. Review and evaluate all submitted reports by the PPMT and recommend appropriate actions for noted deficiencies;
- f. Participate in the conduct of major activities during construction as well as in joint inspections.
- g. Conduct regular consultations/dialogues with LGU and other stakeholders to facilitate the resolution of implementation issues.

4.2 DUTIES AND RESPONSIBILITIES OF THE PGBh

- a. Act as Fund Administrator and as such release the approved amount to the Municipality of Jagna, Bohol upon satisfactory compliance of the requirements as stipulated in **Annex 3 of the MC**.
- b. Create the Provincial Project Management Team (PPMT) which shall:
 - Assess the capability of the LGU to implement subproject using the existing DPWH Assessment Guide;
 - Provide advisory, technical and related assistance to LGUs when necessary ;
 - Conduct progress monitoring of subprojects;
 - Conduct separate quality control test, as necessary, through the engagement of accredited testing institutions;

- j. Participate in the capacity building interventions provided under the Fund;
- k. Attend meetings, conferences and forum related to project implementation.

Section 5. OTHER COVENANTS

5.1 The LGU shall take out and maintain with responsible insurers such insurances, against such risk and in such amounts as shall be consistent with appropriate government and/or business practices to cover:

- a. Hazards incidental to acquisition, transportation and delivery of goods financed out of the Fund to the place of installation, and
- b. Risk of fire, flood and other damages to the facilities constructed in whole or part out of the Fund;

5.2 Upon the issuance of Certificate of Acceptance, the LGU shall operate and maintain, or cause to be operated and maintained properly, the facility provided under the Fund and shall include in their annual appropriation funds for the maintenance and operation of the completed facility; and

5.3 By mutual consent, this Agreement or any part thereof may be changed, modified, revised and amended or supplemented for the purpose of effective implementation and management of the subproject/s. All other parties concerned shall be notified/ informed of such changes, revisions and amendments.

Section 6. PENALTIES AND SANCTIONS

6.2 Pursuant to Section X of the MC:

- The Regional Director may terminate or cancel the implementation of subproject/s;
- The Provincial Governor may suspend or recommend the termination of subproject/s pursuant to Section X of the MC.

6.2 The LGU will be given one month to resolve the issue, improve performance or remedy the situation. However, termination will be resorted to only, if the LGU, having been duly notified, do not make any effort to institute measure that will address issues at hand.

Section 7. ANTI-GRAFT AND CORRUPTION PRACTICES ACT

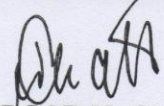
Neither of the Parties of this Agreement shall unduly benefit from each other nor gain anything which is disadvantageous to the Government, and in violation of Republic Act No. 3019, as amended, otherwise known as the Anti-graft and Corrupt Practices Act.

Section 8. EFFECTIVITY OF THE AGREEMENT

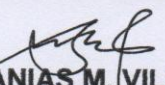
This Agreement shall take effect immediately upon approval and signing by the contracting parties and shall remain in force and effect until the completion of the subproject/s and the requirements stipulated under this MOA and the accompanying Guidelines in the Implementation of the BEA -DILG Fund, unless sooner terminated.

IN WITNESS WHEREOF, the Parties hereto, acting through their representatives thereto authorized, have caused this Agreement to be signed in their respective names in Tagbilaran City, Philippines on OCT 22 2014.

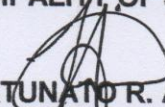
PROVINCE OF BOHOL


HON. EDGAR M. CHATTO
Governor

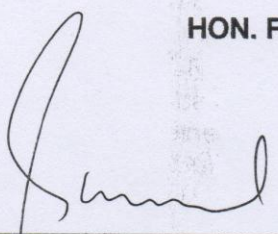
DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT

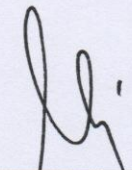

HON. ANANIAS M. VILLACORTA
DILG Regional Director

MUNICIPALITY OF JAGNA


HON. FORTUNATO R. ABRENILLA
Mayor

WITNESSES


ALFONSO R. DAMALERIO II


MA. LORELLA E. LUCINO

ACKNOWLEDGMENT

Republic of the Philippines)
City of Tagbilaran) S.S.

BEFORE ME, a Notary Public for and in Tagbilaran City, this OCT 22 2014, personally appeared, the following:

Hon. Edgar M. Chatto
Hon. Ananias M. Villacorta
Hon. Fortunato R. Abrenilla

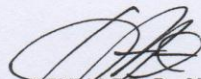
PGDH ID No. 1125 issued by the Prov's Gov't of Bohol
DILG ID No. 0-13-0027 issued by DILG
LGM ID # 041749 issued by LGU Jagua Bohol

known to me to be the same persons who executed the forgoing instruments and acknowledged to me that the same is their own free and voluntary act of deed.

This instrument refers to a Memorandum of Agreement consisting of nine (9) pages including this page where the acknowledgment is duly written and signed by the parties and their instrumental witnesses on each page thereof.

WITNESS MY HAND AND NOTARIAL SEAL.

Doc. No. 507 ;
Page No. 103 ;
Book No. XXII ;
Series of 2014.


Atty. KEYNARD D. NAMOCATCAT
NOTARY PUBLIC UNTIL DECEMBER 31, 2015
ATTORNEY'S ROLL No. 47939
IBP No. 909707 (FOR 2014); PTR # 4587946 (FOR 2014)
TIN 918-975-668
Notarial Commission Serial No. 2014-26
Talisay Beach Road, Taloto District, Tagbilaran City, Bohol


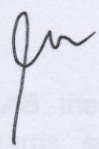
The DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT, a national government agency represented herein by its Regional Director, ANANIAS M. VILLACORTA, with office address at DILG Regional Office VII, Sudlon, Lahug, Cebu City, hereinafter referred to as the "DILG";

The PROVINCIAL GOVERNMENT OF BOHOL, a local government unit (LGU) duly established under the laws of the Republic of the Philippines, with address at CPG North Ave., Tagbilaran City herein represented by its Governor, HON. EDGAR M. CHATTO, hereinafter referred to as the "PGBH";

and

The MUNICIPALITY OF JAGNA, BOHOL, a local government unit (LGU) duly established under the laws of the Republic of the Philippines, with address at Poblacion, Jagna, Bohol herein represented by its Municipal Mayor, HON. FORTUNATO R. ABONCHILLA, hereinafter referred to as the "LGU".

WITNESSETH

  WHEREAS, the Philippines ranks among the countries that are most vulnerable to multiple hazards, such as earthquakes, typhoons, floods, volcanic eruptions, and landslides, exacerbated by global climate change;

WHEREAS, a 7.2 magnitude earthquake struck Bohol and nearby provinces on the early morning of 15 October 2013;

WHEREAS, it affected the whole Central Visayas Region, particularly Bohol and Cebu;

WHEREAS, more than 73,000 structures were damaged, of which more than 14,500 were totally destroyed;

WHEREAS, the Provincial Government of Bohol submitted its Post-Grand Bohol Earthquake Rehabilitation Plan;

