

Refer To: Committee on Laws and Justice and Human Rights



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG CITY



Provincial Governor's Office

December 18, 2025

THE HONORABLE MEMBERS
Office of the Provincial Council
This Province

Thru: **HON. MANUEL O. ALAMEDA, SR.**
Vice Governor & Presiding Officer

Sir:

Greetings!

May we request for a passage of a Sangguniang Panlalawigan Resolution authorizing the Provincial Governor to enter into and sign a Memorandum of Agreement (MOA) in behalf of the Provincial Government of Surigao del Sur with the National Food Authority (NFA) duly represented by their Acting Regional Manager, Antonio Rosario U. Lagrimas II, regarding the Rice Sales that will be executed between Provincial Government of Surigao del Sur and the National Food Authority Caraga Region.

Truly yours,

JOHNNY T. PIMENTEL
Provincial Governor

RELEASED
PGO-SURIGAO DEL SUR
ARNIN C. CORDOVEZ

SIGNATURE OVER PRINTED NAME
CONTROL NO. DATE: 12/18/25 TIME: 5:57



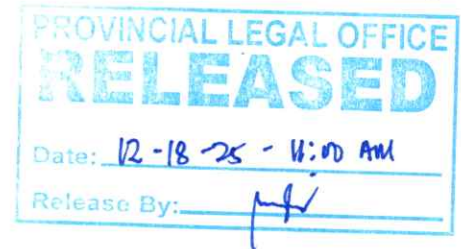
Tanggapan ng Sangguniang Panlalawigan
SURIGAO DEL SUR
OSSP-SDS-25-05379
Telephone No.: (086) - 211 - 5832
E-Mail: tpsurigaosur@yahoo.com

Date: _____
Time: _____
Received by: _____



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
T A N D A G

Provincial Legal Office



2nd Indorsement
December 18, 2025



Respectfully returned to **HON. JOHNNY T. PIMENTEL**, Governor of this province, the herein 1st Indorsement dated December 18, 2025, pertaining to the draft **Memorandum of Agreement (MOA)** between the **PROVINCIAL GOVERNMENT OF SURIGAO DEL SUR** and **NATIONAL FOOD AUTHORITY**. After review, the undersigned is of the opinion that all the elements of a valid contract in the MOA are present. Moreover, Agency-to-Agency negotiated procurement is allowed under Section 35(e) of the New Government Procurement Act. Thus, the undersigned recommends the signing of the agreement after obtaining an authority from the Sangguniang Panlalawigan.

ATTY. LIMUEL L. AUZA
Provincial Legal Officer



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG CITY



Office of the Governor

**SUBJECT: LETTER DATED OCTOBER 15, 2025 REGARDING DRAFT OF MEMORANDUM
OF AGREEMENT BETWEEN PGSDS AND THE NATIONAL FOOD AUTHORITY**

1st Indorsement

December 17, 2025

RELEASED
PGO-SURIGAO DEL SUR

SIGNATURE OVER PRINTED NAME
CONTROL NO: DATE: 12-17-25 TIME: 1:42 PM

Respectfully indorsed to **Atty. Limuel L. Auza, Provincial Legal Officer**, this Province, the herein basic communication, draft of MOA from Alvin V. Balatero, OIC-Branch Manager, National Food Authority, this Province, for your review comments and recommendation.

JOHNNY T. PIMENTEL

Provincial Governor
By the Authority of Governor:

MARJORIE V. PAGARAN
ASSISTANT PROVINCIAL ADMINISTRATOR

PROVINCIAL LEGAL OFFICE
RECEIVED
DATE: 12-18-25
TIME: 2:40
BY: *[Signature]*
PROVINCE OF SURIGAO DEL SUR



NATIONAL FOOD AUTHORITY

Surigao del Sur Branch Office



Mabua, Tandag City, Surigao del Sur

Hotline No.: 0949-989-8192

Email: surigadelsur@nfa.gov.ph

October 15, 2025

HON. JOHNNY T. PIMENTEL

Provincial Governor

Province of Surigao del Sur

Telaje, Tandag City

RECEIVED
GO-SURIGAO DEL SUR
ARNIN C. CORDOVEZ
SIGNATURE OVER PRINTED NAME
3110 DATE 12/17/25 9:02

THRU: **The Provincial DRRMO**

Dear Governor Pimentel,

In preparation for emergency situation in which the National Food Authority pursuant to Republic Act No. 11203 as amended by RA 12078, is the government agency mandated to maintain an optimal level of locally sourced rice buffer stocks at any given time to be used to sustain the disaster relief programs of the government during natural or man-made calamities.

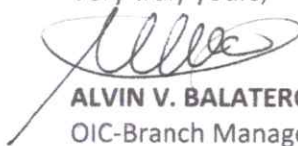
As the Local Government Units have been tasked to provide basic social service at all times, particularly in times of calamities. May we transmit to your good office the pro-forma Memorandum of Agreement (MOA) on Rice Sales that will be executed between your LGU and National Food Authority Caraga Region.

May we request to receive the copy of Sangguniang Panlalawigan Resolution authorizing Local Chief Executive to enter Memorandum of Agreement with the National Food Authority on Rice Sales and the notarized MOA.

Looking forward for a continued partnership on this regard.

Thank you and Mabuhay!

Very truly yours,


ALVIN V. BALATERO
OIC-Branch Manager

PROVINCIAL DISASTER RISK REDUCTION & MANAGEMENT OFFICE
RECEIVED
Date: 10-16-2025 Time: 3:24 PM
By: JILAN R. MACALLANES
TANDAG, SDS
09489345940



MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is made and entered into this _____ day of _____ at _____ Philippines, by and between:

The **PROVINCIAL GOVERNMENT OF SURIGAO DEL SUR** with principal office at the Brgy. Telaje, Tandag City, Surigao del Sur, represented herein by its Provincial Governor **HON. JOHNNY T. PIMENTEL**, hereinafter referred to as LGU-Surigao del Sur.

-and-

The **NATIONAL FOOD AUTHORITY**, a government instrumentality vested with corporate powers, created by virtue of Presidential Decree No. 4, as amended P.D Nos.1485 and 1770 and, Republic Act (R.A.) 11203 and R.A. 12078, with office address at J. Rosales Street, Brgy. Imadejas, Butuan City represented by Acting Regional Manager, **ANTONIO ROSARIO U. LAGRIMAS II**, herein referred to as NFA;

Each referred to as a "**PARTY**" and collectively as the "**PARTIES**";

WITNESSETH:

WHEREAS, under the Local Government Code (LGC), the Local Government Units (LGUs) are vested with authority to discharge the functions and responsibilities of national agencies and offices devolved to them;

WHEREAS, Local Government Units (provinces, cities and municipalities) have been tasked with providing basic social service at all times particularly in times of calamities;

WHEREAS, the Local Government Units (LGUs) are required to set aside an amount equivalent to twenty percent (20%) of the estimated revenue from regular sources as annual lump sum appropriation for Local Disaster Risk Reduction and Management Fund (LDRRMF) to support disaster risk management activities.

WHEREAS, the local legislative body of the LGU has authorized its Provincial Governor to enter into this Agreement as provided for in Resolution No. _____ dated _____ which remain in full force and effect;

WHEREAS, the LGU shall source its rice requirements from the NFA for the Calamity/Relief Program, P29 Program, Food Security Emergency on Rice and other related projects it may endeavor in the future;

WHEREAS, the NFA pursuant to Republic Act (RA) 11203 as amended by RA 12078 is mandated to maintain an optimal level of rice inventory for fifteen (15) days that shall sustain the disaster relief programs of the government during natural and man-made calamities and address food security emergency situations on rice;

WHEREAS, the NFA, cognizant of the needs of the people in times of emergency / calamity, and as part of the Disaster Preparedness of the government acceded to the request of the LGU to purchase rice on cash basis subject to the agreed Terms and Conditions;

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WHEREAS, the **NFA** shall release rice stocks to **LGU** for the latter's rice requirements at the latest issued approved NFA Selling Price Bulletin at the time of withdrawal applicable to the program/s;

WHEREAS the **NFA** shall sell rice to **LGU** on Cash Basis of the equivalent amount of the LGU's rice requirements;

IN VIEW OF THE FOREGOING PREMISES, for and in consideration of the mutual promises, covenants, and stipulations herein, the **PARTIES** hereby agree to enter into this Agreement and bind themselves to comply with the following terms and conditions:

I. OBLIGATIONS OF THE LGU:

- 1. Whenever the LGU desires to purchase rice from the NFA, the LGU shall send a letter-request indicating the following information:
 - Purpose of the Rice Purchase;
 - Volume/Quantity Requested;
 - Preferred Schedule and Area of Withdrawal; and
 - Authorized Representative/s and Contact Details

The said letter-request shall be supported with the following additional documentary requirements depending on the nature/purpose of rice purchases:

Rice Distribution Program/Scheme	Additional Documentary Requirements
1. Regular (Disaster/Relief Operations)	
1.1. Disaster Preparedness	1. Deed of Undertaking that the requested rice to be purchased will be used solely for the intended purpose; 2. Justification supported by any of the following: ▪ Historical record on the occurrence of natural or man-made calamities; ▪ Risk Profile or Risk Map; ▪ Disaster Risk Reduction and Management Plan ▪ Forecast from the relevant government agencies such as the Philippine Atmospheric, Geophysical and Astronomical Service Administration (PAGASA) Philippine Institute of Volcanology and Seismology (PHILVOLCS) and National Disaster Risk Reduction and Management Council (NDRRMC) of an imminent calamity/disaster such as but not limited to typhoons, volcanic eruption, and slow developing calamity such as but not limited to La Niña and El Niño Phenomenon 3. Purchase Order (PO)

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1.2. Disaster Response	1. Any of the following: ▪ Certification from the requesting LGU (Provincial, City, Municipal) and government-relief agency of an actual calamity (typhoon/HABAGAT and others) supported with PAGASA weather forecast or /PHILVOLCS volcanic eruptions bulletin; or ▪ Situational Report from the relevant government agencies such as the PAGASA, PHILVOLCS, NDRRMC; or ▪ Report by the concerned Disaster Risk Reduction Management Office (Provincial, City or Municipal). 2. Purchase Order (PO)
1.3. Disaster Rehabilitation and Recovery	1. Any of the following: ▪ Certification of the declaration of a state of calamity or certification from the Municipal Disaster Risk Reduction and Management Office (MDRRMO) to support the purchase of rice; or ▪ Certification from the requesting LGU (Provincial, City, Municipal) and government-relief agency of an actual calamity (typhoon/HABAGAT and others) supported with PAGASA/PHILVOLCS weather forecast or volcanic eruptions bulletin; or ▪ Situational Report by the concerned Disaster Risk Reduction Management Office (Provincial, City or Municipal). 2. Purchase Order (PO)
2. P29 Project	1. Letter-request stating that the rice is intended for distribution to the vulnerable sector of the community; and 2. Purchase Order (PO)
3. Food Security Emergency on Rice/P20 Rice Program	1. Memorandum of Agreement (MOA) between LGU and the DA or DA-authorized agency/office; 2. Letter of request by the LGU addressed to the DA or DA-authorized agency/office; and 3. Endorsement letter by the DA or DA-authorized agency/office for the NFA to facilitate release of rice to LGU authorized representative(s)
4. Agency-to-Agency under Executive Order (EO) 51 to include Rice Sales to Provincial/City/Municipal Jails	1. Letter-request indicating the volume requirement; 2. Number of beneficiaries/persons deprived of liberty as basis in determining the monthly rice requirement of the (PDLs) of Liberty (for Persons Deprived Provincial/City/Municipal Jails only); and 3. Purchase Order (PO)

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2. The LGU shall pay NFA the value of all the rice to be purchased based on the latest issued approved NFA Selling Price Bulletin (SPB) at the time of withdrawal applicable to the program.
 3. The LGU shall submit to the NFA the list containing the names, position/ designation, picture, specimen signature of the duly authorized representative who will be allowed to withdraw the stocks purchased by LGU from NFA. Any person whose name does not appear in the list submitted by the LGU shall not be allowed to withdraw stocks from NFA.
 4. Within a period of **seven (7) calendar days** from the date of receipt of written notice/advice from the NFA that the stocks are ready for release, the LGU's duly Authorized Representative/s shall withdraw the rice stocks at the designated NFA warehouse. The authorization issued by the LGU together with the two (2) government valid IDs shall be presented and submitted to NFA prior to withdrawal.
 5. The LGU shall inform NFA in writing of any request for change/s in withdrawal plan/schedule within three (3) working days (the first working day shall be reckoned from the date of receipt of the original formal notice) prior to the execution of the change/s in the withdrawal plan/schedule.
 6. The LGU shall ensure that the stocks authorized for release shall be withdrawn within a maximum period of **seven (7) calendar days** reckoned from the date of issuance of Authority to Issue (AI). In case the withdrawal of stocks is not completed within the prescribed period, the LGU shall pay the storage fee on the eighth (8th) calendar day to be computed based on the prevailing storage fee in the area per day of delay on the unwithdrawn volume.
 7. Upon inspection and acceptance of the milled rice supplied by NFA, the LGU or his duly authorized representative/s shall sign the Warehouse Stock Issue (WSI) to acknowledge quantity, quality and weight of the rice inspected, accepted and withdrawn. The buyer's copy of WSI shall be stamped with "**Received Rice in Good Quality Condition**".

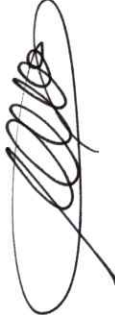
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5. The NFA shall issue the **Authority to Issue (AI) and WSI** in documenting the rice issuances to LGU's authorized representative/s.

III. PAYMENT PROCEDURES

1. The price of rice shall be based on the latest issued approved NFA Selling Price Bulletin at the time of withdrawal applicable to the program.
2. The LGU shall first secure an Order of Payment (OP) from the NFA prior to the actual payment.
3. The Payment shall be made through any of the following modes a. Government Check (through voucher system) or Manager's Check; b. Electronic Modified Disbursement System (eMDS) per Joint Administrative Order (JAO) No. 2015-1 dated March 12, 2015 of the Department of Budget Management and Department of Finance; c. List of Due and Demandable Accounts Payable Advice to Debit Account (LDDAP-ADA)
4. If payment is through bank deposit, payment shall only be made to the designated NFA bank account indicated in the OP.

During disaster phase, the following payment schemes are also accepted:

- a. Cash Payment for rice purchases under the government/company bank account of the requesting agency with the submission of the Identification Card (I.D.) of the designated/authorized representative who will settle the payment and the Certification that the Funds to be utilized for the purchase of rice is from the requesting government agency; and
 - b. Online Fund Transfer under the government/company bank account of the requesting agency indicating the purpose of rice purchase with the submission of a Certification that Funds utilized for the purchase of rice is from the bank account of the requesting government agency. Fund transfer using private individual's bank account is strictly prohibited.
5. The LGU shall submit the validated deposit slip, transfer or proof of payment for proper acknowledgement and issuance of the corresponding Official Receipt (OR).
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IV. SPECIAL PROVISIONS

1. All rice purchases under this Contract shall not be used for any purpose other than for distribution of rice as agreed by the parties.
2. The quantity, quality and weight of rice indicated in the WSI as received and acknowledged by the LGU authorized representative/s, shall be considered final and binding between NFA and LGU.
3. Upon receipt and acceptance of stocks delivered, the NFA shall not accept any request for return of rice stocks and shall not be liable for any change/s in the quality of the stocks received and accepted by the LGU.
4. All transactions in connection with this MOA shall be subject to strict adherence to existing laws as well as Accounting and Auditing Rules and Regulations.
5. In case of any disagreements arising from this MOA, the venue of actions shall only be in proper courts of Quezon City, to the exclusion of other courts.
6. In the unlikely event that the dispute arises from this Agreement, the parties shall exhaust all means of alternative dispute / resolution to address the same, failing which, the Parties shall resolve the dispute in accordance with the provision of Chapter 14 (Controversies among Government Offices and Corporations) of Executive Order No. 292 (the Revised Administrative Code) and other pertinent laws, rules, and regulations.

V. DURATION:

This Agreement shall take effect from the date of signing and shall remain in force unless sooner terminated by one party for violation of the terms and condition herein stipulated and provided thirty (30) days prior written notice is given to other party.

VI. OTHER PROVISIONS:

1. SUCCESSORS AND ASSIGNS

This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement and any rights or obligations hereunder to a third person without the prior written consent of the other party;

2. ENTIRE AGREEMENT

This Agreement constitutes the entire and complete agreement between the parties and no other terms and conditions, verbal or otherwise not herein expressly contained, shall affect, change, modify, be added to or in any manner alter the provisions herein agreed upon unless such change, modification, addition or alteration is expressly stipulated in writing and duly executed, signed by the both parties to this agreement, and notarized;

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3. DATA PRIVACY

In the performance of their obligations under this Agreement, the Parties shall ensure privacy and security of any and all confidential, privileged, personal and/or sensitive personal information that the parties and their officers, employees or agents may have access to; and dispose the said information in accordance with the Republic Act No. 10173 or the "Data Privacy Act of 2012", and applicable National Privacy Commission issuances. This clause shall survive the termination or expiration of this Agreement. Any violation of this clause and any of the provisions of the said law and issuances by the aforementioned persons shall be subject to corresponding sanctions, penalties, and/or fines under the said law without prejudice to any other applicable civil and / or criminal liability. This clause shall survive the termination or expiration of this MOA.

4. NOTICES

Any notice or communication required to be given hereunder shall be deemed to have been given when sent by messenger, telegram, electronic mail or by registered mail to the addresses at its official address/es herein indicated, with notice to the other party. In case of notices sent via email, the physical / hard copy of such notice must be delivered within five days from the date of the sending of said email.

5. CONSENT

Should the consent of the NFA is required by any provision of this Agreement, such consent shall be explicitly provided/given by NFA.

6. EXPENSES

Expenses for the preparation and execution of the Agreement shall be for the account of LGU subject to applicable government accounting and auditing rules and regulations; and

7. SEPARABILITY

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.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date and at the place above-written.

NATIONAL FOOD AUTHORITY

BY:

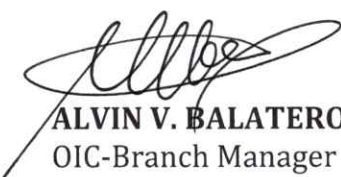


ANTONIO ROSARIO U. LAGRIMAS II
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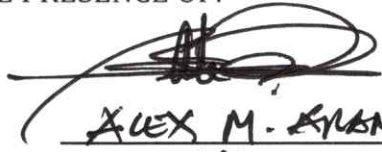
**PROVINCIAL GOVERNMENT OF
SURIGAO DEL SUR**

HON. JOHNNY T. PIMENTEL
Provincial Governor

SIGNED IN THE PRESENCE OF:



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OIC-Branch Manager



ALEX M. KIANA
PDARM Officer

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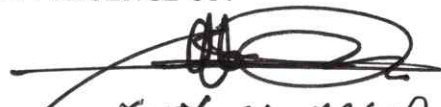
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PDRM OFFICER

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In the performance of their obligations under this Agreement, the Parties shall ensure privacy and security of any and all confidential, privileged, personal and/or sensitive personal information that the parties and their officers, employees or agents may have access to; and dispose the said information in accordance with the Republic Act No. 10173 or the "Data Privacy Act of 2012", and applicable National Privacy Commission issuances. This clause shall survive the termination or expiration of this Agreement. Any violation of this clause and any of the provisions of the said law and issuances by the aforementioned persons shall be subject to corresponding sanctions, penalties, and/or fines under the said law without prejudice to any other applicable civil and / or criminal liability. This clause shall survive the termination or expiration of this MOA.

4. NOTICES

Any notice or communication required to be given hereunder shall be deemed to have been given when sent by messenger, telegram, electronic mail or by registered mail to the addresses at its official address/es herein indicated, with notice to the other party. In case of notices sent via email, the physical / hard copy of such notice must be delivered within five days from the date of the sending of said email.

5. CONSENT

Should the consent of the NFA is required by any provision of this Agreement, such consent shall be explicitly provided/given by NFA.

6. EXPENSES

Expenses for the preparation and execution of the Agreement shall be for the account of LGU subject to applicable government accounting and auditing rules and regulations; and

7. SEPARABILITY

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.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date and at the place above-written.

NATIONAL FOOD AUTHORITY

BY:



ANTONIO ROSARIO U. LAGRIMAS II
Acting Regional Manager II

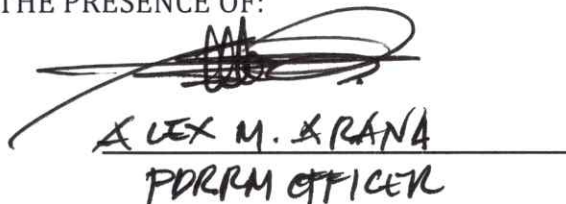
**PROVINCIAL GOVERNMENT OF
SURIGAO DEL SUR**

HON. JOHNNY T. PIMENTEL
Provincial Governor

SIGNED IN THE PRESENCE OF:



ALVIN V. BALATERO
OIC-Branch Manager



ALEX M. ARANA
PDRM OFFICER

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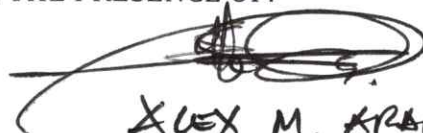
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HON. JOHNNY T. PIMENTEL
Provincial Governor

SIGNED IN THE PRESENCE OF:



ALVIN V. BALATERO
OIC-Branch Manager



ALEX M. ARANA
PDRM OFFICER

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in Philippines personally appeared the following persons, presenting their respective evidence of identity, to wit:

Name	Government I.D.	Date & Place Issued
ANTONIO ROSARIO U. LAGRIMAS II	UMID 006-0010-8347-3	MANILA
JOHNNY T. PIMENTEL		

Known to me and known to be the same persons who executed the foregoing Memorandum of Agreement consisting of eight (8) pages and who acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the entity they are duly authorized to represent.

WITNESS MY HAND AND NOTARIAL SEAL this _____ day of _____ 2025 at Philippines.

Doc. No. :
Page No. :
Book No. :

NOTARY PUBLIC

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Doc. No. :
Page No. :
Book No. :

NOTARY PUBLIC



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR

Office of the Provincial Vice Governor



1ST Endorsement
December 19, 2025



Respectfully forwarded to Mr. Edgar G. Perez II, JD., Secretary to the Sangguniang Panlalawigan a request for the passage of a resolution authorizing the Provincial Governor to enter into and sign a Memorandum of Agreement with the National Food Authority (NFA).

For your information and appropriate action.

/s/
MANUEL O. ALAMEDA, SR.
Vice Governor
Presiding Officer
21st Sangguniang Panlalawigan

#VGO



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG CITY

Provincial Governor's Office

VICE GOVERNOR'S OFFICE
(RECEIVED)
DATE: 12/18/25 TIME: 10:00 BY: [Signature]



BAGONG PILIPINAS

December 18, 2025

THE HONORABLE MEMBERS
Office of the Provincial Council
This Province

Thru: **HON. MANUEL O. ALAMEDA, SR.**
Vice Governor & Presiding Officer

RELEASED
PGO-SURIGAO DEL SUR
ARNIN C. CORDOVEZ
SIGNATURE OVER PRINTED NAME
CONTROL NO: DATE: 12/18/25 TIME: 1:57

Sir:

Greetings!

May we request for a passage of a Sangguniang Panlalawigan Resolution authorizing the Provincial Governor to enter into and sign a Memorandum of Agreement (MOA) in behalf of the Provincial Government of Surigao del Sur with the National Food Authority (NFA) duly represented by their Acting Regional Manager, Antonio Rosario U. Lagrimas II, regarding the Rice Sales that will be executed between Provincial Government of Surigao del Sur and the National Food Authority Caraga Region.

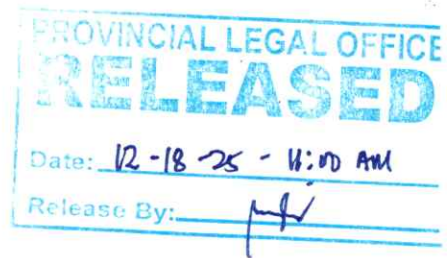
Truly yours,


JOHNNY T. PIMENTEL
Provincial Governor



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG

Provincial Legal Office



2nd Indorsement
December 18, 2025



Respectfully returned to **HON. JOHNNY T. PIMENTEL**, Governor of this province, the herein 1st Indorsement dated December 18, 2025, pertaining to the draft **Memorandum of Agreement (MOA)** between the **PROVINCIAL GOVERNMENT OF SURIGAO DEL SUR** and **NATIONAL FOOD AUTHORITY**. After review, the undersigned is of the opinion that all the elements of a valid contract in the MOA are present. Moreover, Agency-to-Agency negotiated procurement is allowed under Section 35(e) of the New Government Procurement Act. Thus, the undersigned recommends the signing of the agreement after obtaining an authority from the Sangguniang Panlalawigan.

ATTY. LIMUEL L. AUZA
Provincial Legal Officer



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG CITY



BAGONG PILIPINAS

Office of the Governor

SUBJECT: LETTER DATED OCTOBER 15, 2025 REGARDING DRAFT OF MEMORANDUM
OF AGREEMENT BETWEEN PGSDS AND THE NATIONAL FOOD AUTHORITY

1st Indorsement

December 17, 2025

RELEASED
PGO-SURIGAO DEL SUR

SIGNATURE OVER PRINTED NAME
CONTROL NO: DATE: 12-17-25 TIME: 1:42 PM

Respectfully indorsed to **Atty. Limuel L. Auza, Provincial Legal Officer**, this Province, the herein basic communication, draft of MOA from Alvin V. Balatero, OIC-Branch Manager, National Food Authority, this Province, for your review comments and recommendation.

JOHNNY T. PIMENTEL
Provincial Governor
By the Authority of Governor:

MARJORIE V. PAGARAN
ASSISTANT PROVINCIAL ADMINISTRATOR

PROVINCIAL LEGAL OFFICE
RECEIVED
DATE: 12-18-25
TIME: 8:40
BY: *[Signature]*
PROVINCE OF SURIGAO DEL SUR



NATIONAL FOOD AUTHORITY

Surigao del Sur Branch Office



Mabua, Tandag City, Surigao del Sur

Hotline No.: 0949-989-8192

Email: surigaoelsur@nfa.gov.ph

October 15, 2025

HON. JOHNNY T. PIMENTEL

Provincial Governor

Province of Surigao del Sur

Telaje, Tandag City

RECEIVED
PROVINCIAL DISASTER RISK REDUCTION & MANAGEMENT OFFICE
SURIGAO DEL SUR
ARNIN C. CORDOVEZ
SIGNATURE OVER PRINTED NAME
3/10 DATE 12/17/25 TIME 9:02

THRU: The Provincial DRRMO

Dear Governor Pimentel,

In preparation for emergency situation in which the National Food Authority pursuant to Republic Act No. 11203 as amended by RA 12078, is the government agency mandated to maintain an optimal level of locally sourced rice buffer stocks at any given time to be used to sustain the disaster relief programs of the government during natural or man-made calamities.

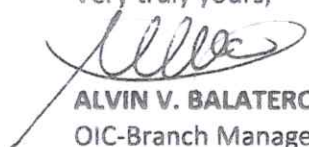
As the Local Government Units have been tasked to provide basic social service at all times, particularly in times of calamities. May we transmit to your good office the pro-forma Memorandum of Agreement (MOA) on Rice Sales that will be executed between your LGU and National Food Authority Caraga Region.

May we request to receive the copy of Sangguniang Panlalawigan Resolution authorizing Local Chief Executive to enter Memorandum of Agreement with the National Food Authority on Rice Sales and the notarized MOA.

Looking forward for a continued partnership on this regard.

Thank you and Mabuhay!

Very truly yours,


ALVIN V. BALATERO
OIC-Branch Manager

PROVINCIAL DISASTER RISK REDUCTION & MANAGEMENT OFFICE
RECEIVED
Date: 10-16-2025 Time: 3:24 PM
By: JILLAN P. MACALLANES
TANDAG, SDS
091489345040

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is made and entered into this _____ day of _____ at _____ Philippines, by and between:

The **PROVINCIAL GOVERNMENT OF SURIGAO DEL SUR** with principal office at the Brgy. Telaje, Tandag City, Surigao del Sur, represented herein by its Provincial Governor **HON. JOHNNY T. PIMENTEL**, hereinafter referred to as LGU-Surigao del Sur.

-and-

The **NATIONAL FOOD AUTHORITY**, a government instrumentality vested with corporate powers, created by virtue of Presidential Decree No. 4, as amended P.D Nos.1485 and 1770 and, Republic Act (R.A.) 11203 and R.A. 12078, with office address at J. Rosales Street, Brgy. Imadejas, Butuan City represented by Acting Regional Manager, **ANTONIO ROSARIO U. LAGRIMAS II**, herein referred to as NFA;

Each referred to as a "**PARTY**" and collectively as the "**PARTIES**";

WITNESSETH:

WHEREAS, under the Local Government Code (LGC), the Local Government Units (LGUs) are vested with authority to discharge the functions and responsibilities of national agencies and offices devolved to them;

WHEREAS, Local Government Units (provinces, cities and municipalities) have been tasked with providing basic social service at all times particularly in times of calamities;

WHEREAS, the Local Government Units (LGUs) are required to set aside an amount equivalent to twenty percent (20%) of the estimated revenue from regular sources as annual lump sum appropriation for Local Disaster Risk Reduction and Management Fund (LDRRMF) to support disaster risk management activities.

WHEREAS, the local legislative body of the LGU has authorized its Provincial Governor to enter into this Agreement as provided for in Resolution No. _____ dated _____ which remain in full force and effect;

WHEREAS, the LGU shall source its rice requirements from the NFA for the Calamity/Relief Program, P29 Program, Food Security Emergency on Rice and other related projects it may endeavor in the future;

WHEREAS, the NFA pursuant to Republic Act (RA) 11203 as amended by RA 12078 is mandated to maintain an optimal level of rice inventory for fifteen (15) days that shall sustain the disaster relief programs of the government during natural and man-made calamities and address food security emergency situations on rice;

WHEREAS, the NFA, cognizant of the needs of the people in times of emergency / calamity, and as part of the Disaster Preparedness of the government acceded to the request of the LGU to purchase rice on cash basis subject to the agreed Terms and Conditions;

WHEREAS, the **NFA** shall release rice stocks to **LGU** for the latter's rice requirements at the latest issued approved NFA Selling Price Bulletin at the time of withdrawal applicable to the program/s;

WHEREAS the **NFA** shall sell rice to **LGU** on Cash Basis of the equivalent amount of the LGU's rice requirements;

IN VIEW OF THE FOREGOING PREMISES, for and in consideration of the mutual promises, covenants, and stipulations herein, the **PARTIES** hereby agree to enter into this Agreement and bind themselves to comply with the following terms and conditions:

I. OBLIGATIONS OF THE LGU:

1. Whenever the LGU desires to purchase rice from the NFA, the LGU shall send a letter-request indicating the following information:
- Purpose of the Rice Purchase;

➤ Volume/Quantity Requested;

➤ Preferred Schedule and Area of Withdrawal; and

➤ Authorized Representative/s and Contact Details

The said letter-request shall be supported with the following additional documentary requirements depending on the nature/purpose of rice purchases:

Rice Distribution Program/Scheme	Additional Documentary Requirements
1. Regular (Disaster/Relief Operations)	
1.1. Disaster Preparedness	1. Deed of Undertaking that the requested rice to be purchased will be used solely for the intended purpose; 2. Justification supported by any of the following: ▪ Historical record on the occurrence of natural or man-made calamities; ▪ Risk Profile or Risk Map; ▪ Disaster Risk Reduction and Management Plan ▪ Forecast from the relevant government agencies such as the Philippine Atmospheric, Geophysical and Astronomical Service Administration (PAGASA) Philippine Institute of Volcanology and Seismology (PHILVOLCS) and National Disaster Risk Reduction and Management Council (NDRRMC) of an imminent calamity/disaster such as but not limited to typhoons, volcanic eruption, and slow developing calamity such as but not limited to La Niña and El Niño Phenomenon 3. Purchase Order (PO)

1.2. Disaster Response	1. Any of the following: ▪ Certification from the requesting LGU (Provincial, City, Municipal) and government-relief agency of an actual calamity (typhoon/HABAGAT and others) supported with PAGASA weather forecast or /PHILVOLCS volcanic eruptions bulletin; or ▪ Situational Report from the relevant government agencies such as the PAGASA, PHILVOLCS, NDRRMC; or ▪ Report by the concerned Disaster Risk Reduction Management Office (Provincial, City or Municipal). 2. Purchase Order (PO)
1.3. Disaster Rehabilitation and Recovery	1. Any of the following: ▪ Certification of the declaration of a state of calamity or certification from the Municipal Disaster Risk Reduction and Management Office (MDRRMO) to support the purchase of rice; or ▪ Certification from the requesting LGU (Provincial, City, Municipal) and government-relief agency of an actual calamity (typhoon/HABAGAT and others) supported with PAGASA/PHILVOLCS weather forecast or volcanic eruptions bulletin; or ▪ Situational Report by the concerned Disaster Risk Reduction Management Office (Provincial, City or Municipal). 2. Purchase Order (PO)
2. P29 Project	1. Letter-request stating that the rice is intended for distribution to the vulnerable sector of the community; and 2. Purchase Order (PO)
3. Food Security Emergency on Rice/P20 Rice Program	1. Memorandum of Agreement (MOA) between LGU and the DA or DA-authorized agency/office; 2. Letter of request by the LGU addressed to the DA or DA-authorized agency/office; and 3. Endorsement letter by the DA or DA-authorized agency/office for the NFA to facilitate release of rice to LGU authorized representative(s)
4. Agency-to-Agency under Executive Order (EO) 51 to include Rice Sales to Provincial/City/Municipal Jails	1. Letter-request indicating the volume requirement; 2. Number of beneficiaries/persons deprived of liberty as basis in determining the monthly rice requirement of the (PDLs) of Liberty (for Persons Deprived Provincial/City/Municipal Jails only); and 3. Purchase Order (PO)

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2. The LGU shall pay NFA the value of all the rice to be purchased based on the latest issued approved NFA Selling Price Bulletin (SPB) at the time of withdrawal applicable to the program.
 3. The LGU shall submit to the NFA the list containing the names, position/ designation, picture, specimen signature of the duly authorized representative who will be allowed to withdraw the stocks purchased by LGU from NFA. Any person whose name does not appear in the list submitted by the LGU shall not be allowed to withdraw stocks from NFA.
 4. Within a period of **seven (7) calendar days** from the date of receipt of written notice/advice from the NFA that the stocks are ready for release, the LGU's duly Authorized Representative/s shall withdraw the rice stocks at the designated NFA warehouse. The authorization issued by the LGU together with the two (2) government valid IDs shall be presented and submitted to NFA prior to withdrawal.
 5. The LGU shall inform NFA in writing of any request for change/s in withdrawal plan/schedule within three (3) working days (the first working day shall be reckoned from the date of receipt of the original formal notice) prior to the execution of the change/s in the withdrawal plan/schedule.
 6. The LGU shall ensure that the stocks authorized for release shall be withdrawn within a maximum period of **seven (7) calendar days** reckoned from the date of issuance of Authority to Issue (AI). In case the withdrawal of stocks is not completed within the prescribed period, the LGU shall pay the storage fee on the eighth (8th) calendar day to be computed based on the prevailing storage fee in the area per day of delay on the unwithdrawn volume.
 7. Upon inspection and acceptance of the milled rice supplied by NFA, the LGU or his duly authorized representative/s shall sign the Warehouse Stock Issue (WSI) to acknowledge quantity, quality and weight of the rice inspected, accepted and withdrawn. The buyer's copy of WSI shall be stamped with "**Received Rice in Good Quality Condition**".

II. OBLIGATIONS OF NFA:

1. The NFA shall release rice to LGU the quantity/volume of rice to be sold as provided in the letter request.
2. The NFA shall evaluate the request and verify/check the documents presented. If found valid and in order, shall issue rice at designated warehouse/s.
3. The NFA shall issue rice to LGU's duly authorized representative/s, upon presentation of the "**Authority to Withdraw Rice**" (**ATWR**) duly issued LGU together with two (2) government valid IDs of the former prior to the release of rice.
4. The NFA shall assist the authorized LGU representative/s in the inspection of the aging rice stocks to be supplied by NFA prior to withdrawal. Upon inspection, acceptance and withdrawal of the designated LGU authorized representative/s, the

concerned Warehouse Supervisor (WS) shall sign the Warehouse Stock Issue (WSI) to acknowledge the quantity, quality and weight of the rice inspected, accepted and withdrawn. The buyer's copy of the WSI shall be stamped with "Received with Good Quality Condition".

5. The NFA shall issue the **Authority to Issue (AI) and WSI** in documenting the rice issuances to LGU's authorized representative/s.

III. PAYMENT PROCEDURES

1. The price of rice shall be based on the latest issued approved NFA Selling Price Bulletin at the time of withdrawal applicable to the program.
2. The LGU shall first secure an Order of Payment (OP) from the NFA prior to the actual payment.
3. The Payment shall be made through any of the following modes a. Government Check (through voucher system) or Manager's Check; b. Electronic Modified Disbursement System (eMDS) per Joint Administrative Order (JAO) No. 2015-1 dated March 12, 2015 of the Department of Budget Management and Department of Finance; c. List of Due and Demandable Accounts Payable Advice to Debit Account (LDDAP-ADA)
4. If payment is through bank deposit, payment shall only be made to the designated NFA bank account indicated in the OP.

During disaster phase, the following payment schemes are also accepted:

- a. Cash Payment for rice purchases under the government/company bank account of the requesting agency with the submission of the Identification Card (I.D.) of the designated/authorized representative who will settle the payment and the Certification that the Funds to be utilized for the purchase of rice is from the requesting government agency; and
 - b. Online Fund Transfer under the government/company bank account of the requesting agency indicating the purpose of rice purchase with the submission of a Certification that Funds utilized for the purchase of rice is from the bank account of the requesting government agency. Fund transfer using private individual's bank account is strictly prohibited.
5. The LGU shall submit the validated deposit slip, transfer or proof of payment for proper acknowledgement and issuance of the corresponding Official Receipt (OR).
 6. Payment by the LGU shall be in accordance with the agreed terms and conditions.
 7. Full payment shall be made prior to date of the actual withdrawal of the stocks.

IV. SPECIAL PROVISIONS

1. All rice purchases under this Contract shall not be used for any purpose other than for distribution of rice as agreed by the parties.
2. The quantity, quality and weight of rice indicated in the WSI as received and acknowledged by the LGU authorized representative/s, shall be considered final and binding between NFA and LGU.
3. Upon receipt and acceptance of stocks delivered, the NFA shall not accept any request for return of rice stocks and shall not be liable for any change/s in the quality of the stocks received and accepted by the LGU.
4. All transactions in connection with this MOA shall be subject to strict adherence to existing laws as well as Accounting and Auditing Rules and Regulations.
5. In case of any disagreements arising from this MOA, the venue of actions shall only be in proper courts of Quezon City, to the exclusion of other courts.
6. In the unlikely event that the dispute arises from this Agreement, the parties shall exhaust all means of alternative dispute / resolution to address the same, failing which, the Parties shall resolve the dispute in accordance with the provision of Chapter 14 (Controversies among Government Offices and Corporations) of Executive Order No. 292 (the Revised Administrative Code) and other pertinent laws, rules, and regulations.

V. DURATION:

This Agreement shall take effect from the date of signing and shall remain in force unless sooner terminated by one party for violation of the terms and condition herein stipulated and provided thirty (30) days prior written notice is given to other party.

VI. OTHER PROVISIONS:

1. SUCCESSORS AND ASSIGNS

This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement and any rights or obligations hereunder to a third person without the prior written consent of the other party;

2. ENTIRE AGREEMENT

This Agreement constitutes the entire and complete agreement between the parties and no other terms and conditions, verbal or otherwise not herein expressly contained, shall affect, change, modify, be added to or in any manner alter the provisions herein agreed upon unless such change, modification, addition or alteration is expressly stipulated in writing and duly executed, signed by the both parties to this agreement, and notarized;

3. DATA PRIVACY

In the performance of their obligations under this Agreement, the Parties shall ensure privacy and security of any and all confidential, privileged, personal and/or sensitive personal information that the parties and their officers, employees or agents may have access to; and dispose the said information in accordance with the Republic Act No. 10173 or the "Data Privacy Act of 2012", and applicable National Privacy Commission issuances. This clause shall survive the termination or expiration of this Agreement. Any violation of this clause and any of the provisions of the said law and issuances by the aforementioned persons shall be subject to corresponding sanctions, penalties, and/or fines under the said law without prejudice to any other applicable civil and / or criminal liability. This clause shall survive the termination or expiration of this MOA.

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IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date and at the place above-written.

NATIONAL FOOD AUTHORITY

BY:



ANTONIO ROSARIO U. LAGRIMAS II
Acting Regional Manager II

PROVINCIAL GOVERNMENT OF SURIGAO DEL SUR

HON. JOHNNY T. PIMENTEL
Provincial Governor

SIGNED IN THE PRESENCE OF:



ALVIN V. BALATERO
OIC-Branch Manager



ALEX M. ARANA
PDARM OFFICER

ACKNOWLEDGEMENT

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

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JOHNNY T. PIMENTEL		

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WITNESS MY HAND AND NOTARIAL SEAL this _____ day of _____ 2025 at Philippines.

Doc. No. :
Page No. :
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NOTARY PUBLIC