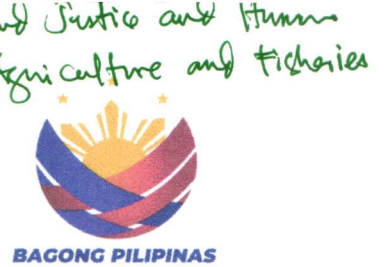


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Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG CITY

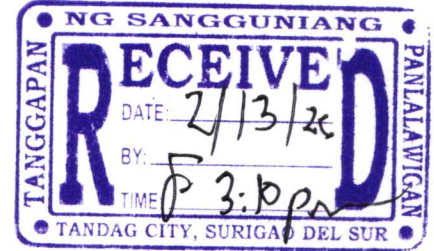


Provincial Governor's Office

February 13, 2026

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 with the Department of Agriculture – Regional Office No. 13, for the provision of one (1) unit Water Chiller to the Provincial Government of Surigao del Sur, funded under Funding Year 2024 – Continuing of National Urban and Peri-Urban Agriculture Program (NUPAP).

Attached is a draft Memorandum of Agreement for your perusal.

We are hoping for your favourable action on the matter.

Truly yours,

JOHNNY T. PIMENTEL
Provincial Governor

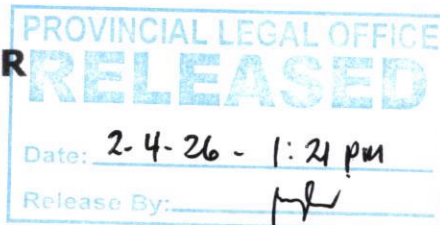


PROVINCE OF SURIGAO DEL SUR
Office of the Secretary to the Sangguniang Panlalawigan
Tel. No.: 086-2115832
Email: ossp@surigaodelsur.gov.ph
OSSP-26-05547



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG

Provincial Legal Office



2nd Indorsement

February 4, 2026



Respectfully returned to **HON. JOHNNY T. PIMENTEL**, Governor of this province, the herein 1st Indorsement dated January 28, 2026, pertaining to the draft **MEMORANDUM OF AGREEMENT** between the **DEPARTMENT OF AGRICULTURE – REGIONAL FIELD OFFICE NO. 13**, (Donor) and the **PROVINCIAL LOCAL GOVERNMENT UNIT OF SURIGAO DEL SUR**.

After a thorough review of the agreement, the undersigned finds the deed valid. Accordingly, the Governor may proceed to sign the document, provided all the conditions imposed by **DA RFO 13** are duly considered. Since the document has already been endorsed to the Sangguniang Panlalawigan for the issuance an authority to sign, the Governor should await the release of said authority before proceeding.


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 JANUARY 27, 2026 REGARDING A DRAFT OF MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF AGRICULTURE - REGIONAL FIELD OFFICE NO. 13 AND PGSDS ON THE PROVISION OF ONE (1) UNIT WATER CHILLER TO BE FUNDED YNDER FY 2024 - CONTINUING OF NATIONAL URBAN AND PERI-URBAN AGRICULTURE PROGRAM (NUPAP)

1st Indorsement

January 28, 2025

RELEASED
PGO-SURIGAO DEL SUR

SIGNATURE OVERPRINTED NAME
CONTROL NO: DATE: 1-28-26 TIME: 3:00pm

Respectfully indorsed to **Atty. Limuel L. Auza, Provincial Legal Officer**, this Province, the herein basic communication from Esmeraldo S. Raymundo, L.AGR., Provincial Agriculturist, 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: 1-28-26
TIME: 4:08
BY: *[Signature]*
PROVINCE OF SURIGAO DEL SUR



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG

Office of the Provincial Agriculturist



January 27, 2026

HON. JOHNNY T. PIMENTEL

Provincial Governor

Capitol Hills, Telaje, Tandag City, Surigao del Sur

Dear Governor Pimentel,

Greetings of peace!

This pertains to the continuing partnership of the Department of Agriculture and the Provincial Government of Surigao del Sur in the implementation of various agricultural programs and projects in the province. With this, we are furnishing you of the draft Memorandum of Agreement and Deed of Donations (attached hereto) to be entered into by and between the provincial government of Surigao del Sur and the Department of Agriculture, Regional Field Office XIII in matter of provision of one (1) unit Water Chiller to PLGU SDS funded under funding year 2024-continuing of National Urban and Peri-Urban Agriculture Program (NUPAP).

With this and with your acquiescence, we would like to request your honorable end to seek authority from the Sangguniang Panlalawigan to sign the said MOA and DOD for and in behalf of the province. With worth of respect, please be informed also that this undertaking is very urgent considering that it is most contributory to the development of some of our agricultural programs and projects.

Anticipating for your most favorable action on the matter. Thank you very much and God bless.

Very truly yours,

f. Esmeraldo S. Raymundo
ESMERALDO S. RAYMUNDO, L.AGR.
Provincial Agriculturist



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG

Office of the Provincial Agriculturist



January 27, 2026

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Provincial Governor

Capitol Hills, Telaje, Tandag City, Surigao del Sur

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ESMERALDO S. RAYMUNDO, L.AGR.
Provincial Agriculturist



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG

Provincial Governor's Office

1st INDORSEMENT

January 27, 2026

Respectfully indorsed to the **HONORABLE SANGGUNIANG PANLALAWIGAN MEMBERS**, this province, thru MR. EDGAR G. PEREZ II, J.D., for their information, guidance and appropriate action on the herein letter request of Mr. Esmeraldo S. Raymundo, R.Agri., Provincial Agriculturist, also of this province, in matter of Memorandum of Agreement and Deed of Donation to be entered into by and between the provincial government of Surigao del Sur and the Department of Agriculture, Regional Field Office XIII regarding provision of one (1) unit Water Chiller to PLGU SDS. The matter being **urgent** in nature.



JOHNNY T. PIMENTEL
Provincial Governor



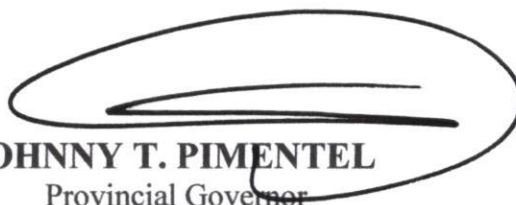
Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG

Provincial Governor's Office

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JOHNNY T. PIMENTEL
Provincial Governor



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG

Provincial Governor's Office

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JOHNNY T. PIMENTEL
Provincial Governor



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG

Provincial Governor's Office

1st INDORSEMENT

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JOHNNY T. PIMENTEL
Provincial Governor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT entered into by and among:

The **DEPARTMENT OF AGRICULTURE – REGIONAL FIELD OFFICE NO. 13**, a line agency of the government with office address at Capitol Site, Butuan City, herein represented by its **Regional Executive Director, ENGR. RICARDO M. OÑATE JR.**, hereinafter referred to as **“DA RFO 13”**,

-and-

The **PROVINCIAL LOCAL GOVERNMENT UNIT OF SURIGAO DEL SUR**, a local government unit created and existing under the laws of the Republic of the Philippines, with office address at Capitol Hills, Telaje, Tandag City, Surigao del Sur represented by its Provincial Governor **HON. JOHNNY T. PIMENTEL**, hereinafter referred to as **“PLGU”**;

-WITNESSETH-

WHEREAS, Republic Act No. 8435, otherwise known as the Agriculture and Fisheries Modernization Act (AFMA), envisions to strengthen the agriculture and fisheries sector through modernization to attain food security, poverty alleviation, income enhancement and profitability, global competitiveness and sustainability;

WHEREAS, the **“DA RFO 13”** is the primary agency of the DA in the region and has the administrative and technical capability to effectively implement DA Mechanization Program particularly the provision of Agricultural Machinery, Facilities and Equipment;

WHEREAS, the **“DA RFO 13”** is tasked and mandated to pursue agricultural development activities in Caraga Region in close coordination and cooperation with different Local Government Units (LGUs) and government agencies/organizations;

WHEREAS, the **“PLGU”**, is among stakeholders engaged in the agricultural production and postharvest activities or learnings in the country.

NOW, THEREFORE, for and in consideration of the foregoing premises and consideration, the parties hereto agree to implement the project with the following considerations:

ARTICLE I

SCOPE

This MOA involves the provision of one (1) unit **WATER CHILLER** to **PROVINCIAL LOCAL GOVERNMENT UNIT OF SURIGAO DEL SUR**, funded under Funding Year 2024 - Continuing of **National Urban and Peri-Urban Agriculture Program (NUPAP)**.

ARTICLE II

DUTIES AND RESPONSIBILITIES OF THE PARTIES

A. The **“DA RFO 13”** shall

1. Procure and deliver the machinery;

2. Conduct validation on the eligibility and capability of the PLGU to operate and sustain the machine;
3. Monitor and supervise the provision of project;
4. Provide assistance if necessary to operationalize the project;
5. In coordination with the supplier and other government agencies, train the PLGU staff to operate and maintain the machinery;
6. Monitor the utilization, operation and maintenance of the machinery;
7. Recall the agricultural machinery if the PLGU failed to use the project according to its intended purpose and/or let the project deteriorate without being utilized for more than one year from the turn-over.

B. The "PLGU," shall

1. Have no unliquidated funds from DA;
2. Provide utilization proposal for the use of agricultural project requested, its benefits for its members and the locality;
3. Currently engaged in agricultural production/postharvest activities/ provided educational learning relative to agricultural production or postharvest activities;
4. Adopt Good Agricultural Practices/Good Animal Husbandry Practices and/or Good Manufacturing Practices
5. Have no machinery(s) from the DA that is unutilized/underutilized;
6. Be willing to secure all legal documentations, e.g. Environmental Compliance Certificate, Permit to Operate, etc., and shall have full accountability for any problem or issue arising to it;
7. Have good financial standing and capacity to shoulder the cost for the application/processing/installation of the components necessary for the machinery;
8. Have at least one (1) operator capable of operating and maintaining the agricultural facility. The operator must be willing to undergo further training course(s). In case the operator resigned or is unable to fulfill their duties, the PLGU shall immediately initiate the process of necessary replacement. The replacement operator must meet the same qualifications as specified earlier.
9. With existing and/or willing to hire Agricultural and Biosystems Engineer (ABE). The PLGU may also ask the assistance of the Provincial Agriculture Office or Agriculture and Biosystems Engineering Office.
10. Shoulder the working capital for the operation and maintenance cost of the machinery;
11. Maximize the utilization of the machinery in accordance with its intended purpose;
12. Keep and maintain records of transactions accessible to the monitoring and evaluation team of the project;
13. Be responsible for the security of the agricultural project; and
14. Allow the "DA RFO 13" to recall or transfer agricultural machinery if non-operational, under-utilized, or unutilized and/or in case of violation of the provisions of MOA. Thus, without valid justification, the PLGU will be blacklisted from the DA AMEFIP for 3 years. In case when the machinery is already beyond its service life and beyond repair, the PLGU may dispose off the same subject to issuance of no objection letter from the DA-RFO 13.
15. Interventions provided by DA-RFO 13 to the PLGU shall be for the sole use of the project and shall not be sold or mortgaged or in any manner encumbered, or be used as collateral to avail loan from any bank or financial institutions.

This Agreement takes effect immediately on the date of signing by both parties.

IN WITNESS THEREOF, the parties through their duly authorized representatives hereunto
affix their signatures this _____ day of _____ at
_____.

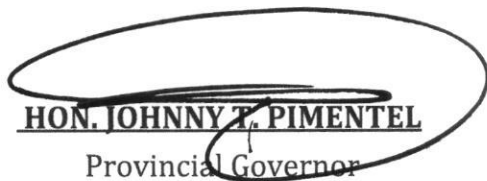
**DEPARTMENT OF AGRICULTURE
REGIONAL FIELD OFFICE NO. 13**

**PROVINCIAL LOCAL GOVERNMENT
UNIT OF SURIGAO DEL SUR**

By:

ENGR. RICARDO M. OÑATE JR.
Regional Executive Director

By:


HON. JOHNNY T. PIMENTEL
Provincial Governor

Signed in the Presence of:

CHRISTOPHER H. LINDO
RAFC

REBECCA R. ATEGA
RTD for Operations

ESMERALDO S. RAYMUNDO. RAg
Provincial Agriculturist

Republic of the Philippines)
_____) s.s.

BEFORE ME, a Notary Public personally appeared the following persons and have showed to me competent evidence of their respective identity bearing the following information:

NAME	GOVERNMENT ISSUED ID NO.	DATE ISSUED	PLACE ISSUED
ENGR. RICARDO M. OÑATE JR.	103-151-531 (TIN)	October 5, 1991	Davao City
HON. JOHNNY T. PIMENTEL	102-223-050 (TIN)	January 20, 2000	Tandag City, Surigao del Sur

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own and free voluntary act and deed and of the agency/entity they respectively represent.

I further acknowledged that this instrument, consisting of four (4) pages including this page wherein the acknowledgment is written, have been signed by the parties and their witnesses on each and every page.

IN WITNESS WHEREOF, I hereunto set my hand this _____ day of _____ 2026, at _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2026

Notary Public