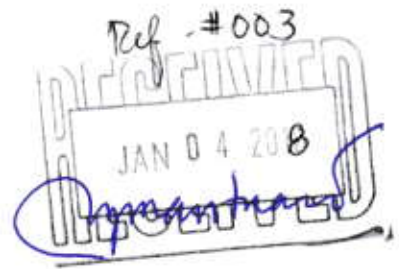




Republic of the Philippines
PROVINCE OF ORIENTAL MINDORO
City of Calapan

OFFICE OF THE PROVINCIAL GOVERNOR

04 January 2018



The Sangguniang Panlalawigan Members
Batasang Panlalawigan
Calapan City

THRU: Vice Governor Humerlito A. Dolor, MPA, Ph.D.
Presiding Officer

Ladies and Gentlemen:

May we respectfully request the August Body for the passage of an SP Resolution authorizing the Provincial Governor, for and in behalf of the Provincial Government of Oriental Mindoro, to sign and enter into a Memorandum of Agreement with the Twenty Six (26) Tri-Media entities covering the period January to December 2018, which pertain to all regular broadcasting and publishing of news reports of the PGOm's programs, projects, special events, and important undertakings.

Attached are the Memorandum of Agreement, PLO – AR No. 3-102 and Certificate of Legal Sufficiency No. 43 – 17 dated 20 December 2017 for your ready reference.

Thank you.

Very truly yours,

ALFONSO V. UMALI, Jr.
Provincial Governor

Encl. As stated



OFFICE OF THE PROVINCIAL LEGAL OFFICER

MEMORANDUM

FOR : **GOVERNOR ALFONSO V. UMALI, JR.**
 Provincial Governor

THRU : **DR. ROMEO G. INFANTADO**
 OIC-Office of the Provincial Administrator

FROM : **ATTY. KRISTINE GRACE L. SUAREZ**
 Provincial Legal Officer

SUBJECT : **REVIEW OF MEMORANDA OF AGREEMENT INVOLVING THE
 PGO_rM AND TWENTY SIX (26) TRI-MEDIA ENTITIES**

DATE : 20 December 2017

80-3949

Office of the Provincial Administrator
 Date: 12/30/17 09:53

Attached herewith is PLO-AR No. 3-102, Series of 2017 dated 19 December 2017 issued by this Office in connection to the review and evaluation of Memoranda of Agreement between the Provincial Government of Oriental Mindoro (PGO_rM) and Twenty Six (26) Tri-Media entities covering the period January to December 2018, which pertain to all regular broadcasting and publishing of news reports of the PGO_rM's programs, projects, special events, and important undertakings.

Having recommended the execution of the subject Agreement in the aforesaid PLO-AR, further attached is Certificate of Legal Sufficiency No. 43-17 dated 20 December 2017 issued by this Office.

Finally, it is **RECOMMENDED** that the herein attached complete set of documents be endorsed to the Sangguniang Panlalawigan to request for the needed authority for the Provincial Governor to be able to sign the aforesaid Memoranda of Agreement.

For your appropriate action.

by : 
ATTY. KRISTINE GRACE L. SUAREZ

Encl: PLO-AR No. 3-102
 CLS No. 43-17
 Memoranda of Agreement

Cc: CPRSD

Office of the Provincial Administrator
RECEIVED
 JAN 03 2018

By: Ly Anne Time: 1:16 am/pm

7. J.L.P. Broadcasting Agency (Radyo Natin Pinamalayan/Infomercial)	7,000.00
8. MANCERA Advertising Agency KPSM	15,000.00
9. MANCERA Advertising Agency (Serbisyo Publiko)	10,000.00

**PLO – AR NO. 3-102**

Series of 2017

Dated 19 December 2017

SUBJECT : REVIEW OF MEMORANDA OF AGREEMENT INVOLVING THE PGO_rM AND TWENTY SIX (26) TRI-MEDIA ENTITIES

Referred to this Office for evaluation are Twenty Six (26) Memoranda of Agreement (MOA) between the Provincial Government of Oriental Mindoro (PGOrM) and various tri-media entities covering the period January to December 2018, which pertain to all regular broadcasting and publishing of news reports of the PGO_rM's programs, projects, special events, and important undertakings related to its developmental thrust. The involved tri-media entities are listed below with their corresponding contract amount per month, *viz*:

TELEVISION NETWORKS	CONTRACT AMOUNT per MONTH
1. Bansud Cable Network and Development, Inc	P 2,500.00
2. Bongabong Cable Network and Development, Inc.	2,500.00
3. Calapan Cable Center, Inc.	8,000.00
4. Channel Plus Cable Network, Inc.	2,500.00
5. Mindoro Wireless Cable Network, Inc.	2,500.00
6. Pola TV and Cable Network	2,500.00
7. ROMICOMM Network, Inc.	2,500.00
8. Tamaraw Vision Network, Inc.	15,000.00
9. VICORMIN Telecommunication System, Inc.	2,500.00
10. Shama Cable Network (previously Rainbow Cable Vision, Inc.)	2,500.00
11. Skyline Cable Bulalacao	2,500.00

RADIO STATIONS	CONTRACT AMOUNT per MONTH
1. Airwise Broadcasting & Advertising Services (96.9 Radyo Natin Calapan)	P 10,000.00
2. Agri-Pinoy Radio Pinamalayan/DWDL 102.1 FM	P 3,000.00
3. DZSB-FM Calapan	P 12,000.00
4. HIRXAY Advertising and Media Services/ DWXR 101.7 FM	8,000.00
5. HPV Advertising, Communication and Entertainment/ DWOM FM	12,000.00
6. J.L.P. Broadcasting Agency (Radyo Natin Pinamalayan/KPSM)	3,000.00
7. J.L.P. Broadcasting Agency (Radyo Natin Pinamalayan/Infomercial)	7,000.00
8. MANCERA Advertising Agency KPSM	15,000.00
9. MANCERA Advertising Agency (Serbisyo Publiko)	10,000.00
10. Opinyon Publiko (Radyo Natin Barcenaga)	5,000.00

11. Eagle's Circle Advertising and Broadcasting Services (Radyo Natin Bongabong)	6,000.00
12. RCG Advertising and Media Services	6,000.00

NEWS Publishers	CONTRACT AMOUNT per MONTH
1. Island Profiles	P1,500.00 to 6,000.00
2. Mindoro Public Relations Bureau – Mindoro Bulletin	P1,500.00 to 6,000.00
3. Norilyn Publishing/SAPUL Newspaper	P1,500.00 to 6,000.00

Records show that twenty two (22) Memoranda of Agreement with the same purpose as the presently submitted legal instruments had been previously reviewed by this Office under PLO-AR NO. 3-40, Series of 2016 dated 24 August 2016. The effectivity period of the previously-reviewed MOA is January to December 2017. As such, those Agreements will automatically expire after the end of this year.

This time, before us are the same tri-media entities who seek for the renewal of their earlier-executed Agreements with exceptional participation of additional three (3) more tri-media entities, namely: the Skyline Cable Bulalacao, the Airwise Broadcasting & Advertising Services, and Norilyn Publishing/SAPUL Newspaper where it was observed from their submitted Agreements almost the same terms and provisions with reference to the previously-reviewed Agreements under PLO-AR NO. 3-40.

Finally, after review of the specific terms and provisions of the submitted twenty six (26) MOA, it was found that they are in accord with the law, public order and public policy. Hence, their execution is **RECOMMENDED**.

by : 
ATTY. KRISTINE GRACE L. SUAREZ
 Provincial Legal Officer



CLS NO. 43-17
AR NO. 3-102

CERTIFICATE OF LEGAL SUFFICIENCY

This is to certify that the Memoranda of Agreement between the Provincial Government of Oriental Mindoro (PGOrM) and Twenty Six (26) Tri-Media entities covering the period January to December 2018, which pertain to all regular broadcasting and publishing of news reports of the PGOrM's programs, projects, special events, and important undertakings were reviewed by this Office and were found to be in accord with the law, public order and public policy.

Prior authority from the Sangguniang Panlalawigan shall be obtained before execution of the subject Memoranda of Agreement.

Issued on 20 December 2017 at Calapan City, Province of Oriental Mindoro.

by : 

ATTY. KRISTINE GRACE L. SUAREZ
Provincial Legal Officer 



OFFICE OF THE GOVERNOR

MEMORANDUM OF AGREEMENT
(TV)

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT**, made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF ORIENTAL MINDORO** with office address at the Provincial Capitol Complex, Calapan City, Oriental Mindoro, herein represented by **HON. ALFONSO V. UMALI, JR.** Provincial Governor, as duly authorized by the Sangguniang Panlalawigan, herein referred to as the **FIRST PARTY**;

-and-

The **BANSUD CABLE NETWORK AND DEVELOPMENT, INC.** with place of business in Bansud, Oriental Mindoro herein represented by **DR. PRUDENTE SOLLER**, General Manager, herein referred to as the **SECOND PARTY**.

WITNESSETH:

WHEREAS, the **FIRST PARTY** is availing airtime of the **SECOND PARTY** to regularly broadcast the **KAPITOLYO PARA SA MAMAMAYAN**, weekly news and current affairs Program of the Provincial Government of Oriental Mindoro, its video production of special events and important undertakings, including press conferences purposely called for by the Provincial Government to address the various issues and concerns related to its developmental thrust;

WHEREAS, the **SECOND PARTY** is willing and able to provide airtime to the **FIRST PARTY** through its facilities;

NOW THEREFORE, the **FIRST** and **SECOND PARTIES** in accordance with the mutual covenants agreed herein, have executed this Memorandum of Agreement under the following terms and conditions, to wit:

1. That the **SECOND PARTY** shall provide one (1) hour airtime to the **FIRST PARTY** from January to December 2018;
2. That the **SECOND PARTY** has the obligation to air (3) times a week the **KAPITOLYO PARA SA MAMAMAYAN** Program of the Provincial Government every Monday at 6:00 pm or at any time thereafter upon receipt of the taped program with replay at least thrice a week in separate days and time to be determined by the **SECOND PARTY** based on availability of slot;
3. That the **SECOND PARTY** has the obligation to air video productions of special events and important undertakings, including press conferences called for by the provincial government to address various issues and concerns related to its developmental thrusts in lieu of **KAPITOLYO PARA SA MAMAMAYAN**;
4. That the content of the program must have a bearing on the official function of different government agencies and must be for public interest;
5. That the **FIRST PARTY** shall pay the amount of **TWO THOUSAND FIVE HUNDRED PESOS ONLY (Php 2,500.00)** airtime cost per month for the program;
6. That the **FIRST PARTY** shall be billed after the **SECOND PARTY** has completely rendered its services, subject to government accounting and auditing rules;
7. That the payment shall be made to **BANSUD CABLE NETWORK AND DEVELOPMENT, INC.** in accordance with relevant laws, rules and regulations;

8. That the **SECOND PARTY** shall regularly air the program, news report, press conference, etc. except when such airing is prevented by fortuitous event in which case the **SECOND PARTY** shall be obliged to air the said reports within a reasonable time after the situation has normalized;
9. That the implementation of the MOA shall be subject to the availability of funds of the Provincial Government of Oriental Mindoro;
10. That in case of breach of the terms of this AGREEMENT, the guilty party shall be liable to pay damages such as actual, moral and compensatory, as may be provided by the law;
11. That the **SECOND PARTY shall shoulder the notarial fee of this AGREEMENT,** and
12. That, the terms and conditions stipulated in the MOA as well as relevant laws, rules and regulations, shall be properly complied with in the implementation of the agreement, and shall be the responsibility of the contracting parties;
13. That either PARTY may terminate this MEMORANDUM OF AGREEMENT upon an advance written notice to the other contracting PARTY or may mutually terminate this AGREEMENT upon written consent;
14. That the effectivity of the MOA shall be at the time of signing of the same.

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands this ____ day of _____, 2018 at Calapan City, Oriental Mindoro.

**PROVINCIAL GOVERNMENT
OF ORIENTAL MINDORO**

**BANSUD CABLE NETWORK AND
DEVELOPMENT, INC.**
Bansud, Oriental Mindoro

By;

By:

HON. ALFONSO V. UMALI, JR.
Provincial Governor
FIRST PARTY

DR. PRUDENTE SOLLER
General Manager
SECOND PARTY

Signed in the Presence of:

Republic of the Philippines)
Province of Oriental Mindoro)S.S.
Calapan City

ACKNOWLEDGEMENT

BEFORE ME, Notary Public for and in the _____ this _____ day of _____, 2018 personally appeared **HON. ALFONSO V. UMALI, JR.** Provincial Governor with CTC No. _____ issued at _____ on _____ and **Dr. Prudente Soller** with CTC No. _____ issued at _____ on _____ both known to me known to be the same persons who executed the foregoing instrument and acknowledged to that the same is their free and voluntary act and deed.

This instrument pertains to a **MEMORANDUM OF AGREEMENT** consisting of two (2) pages including this page on which this acknowledgement is written and have been signed by the PARTIES and their witnesses in the left margin of each and every page thereof.

WITNESS MY HAND and Notarial Seal on the date and place of the above-written.