

Republic of the Philippines
Province of Davao del Norte
CITY OF TAGUM

BEFORE THE 5TH CITY COUNCIL

EXCERPT FROM THE MINUTES OF THE 44TH REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON MAY 16, 2011 AT THE SP SESSION HALL.

PRESENT:

Hon. ALLAN L. RELLON, MPA,	City Vice Mayor (Presiding Officer)
Hon. DE CARLO L. UY,	Member
Hon. MARIA LINA F. BAURA,	Member
Hon. NICANDRO T. SUAYBAGUIO, JR.,	Member
Hon. ROBERT L. SO,	Member
Hon. JOEDEL T. CAASI,	Member
Hon. OSCAR M. BERMUDEZ,	Member
Hon. ALAN D. ZULUETA,	Member
Hon. GETERITO T. GEMENTIZA,	Member
Hon. TRISTAN ROYCE R. AALA,	Member
Hon. FRANCISCO C. REMITAR,	Member
Hon. ALFREDO R. PAGDILAO,	Member (ABC Representative)

ON OFFICIAL BUSINESS:

Hon. JACQUELINE GRACE Q. EDULLANTES,	Member	(SKF Representative)
--------------------------------------	--------	----------------------

RESOLUTION NO. 369, s-2011

“A RESOLUTION AUTHORIZING HON. REY T. UY, CITY MAYOR, TO ENTER INTO AND SIGN FOR AND IN BEHALF OF THE CITY GOVERNMENT OF TAGUM A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT – FIELD OFFICE XI FOR THE IMPLEMENTATION OF SUPPLEMENTARY FEEDING PROGRAM FOR CHILDREN ENROLLED IN DAY CARE CENTERS”.

WHEREAS, the 7th National Survey (2008) conducted by the Food and Nutrition Research Institute of the Department of Science and Technology revealed that prevalence of under and over nutrition still persists among Filipino children and significantly has increased as compared to the last survey;

WHEREAS, results of the SWS surveys since 2007 have been a mix of good and bad news as shown by the dips and spikes in hunger incidence. A record high of 24 percent was recorded on the 4th quarter of 2009;

WHEREAS, the latest survey (2006) of the Family Income and Expenditure Survey (FIES) conducted by the National Statistics Office every three years reported that about 11 percent of Filipino families had incomes that cannot buy the food needed by family members for nutritional well-being and health. These families could be considered as hungry and food-poor;

WHEREAS, the Department of Social Welfare and Development, in its mandate to provide social welfare and development programs, is providing nutrition services to its clients through the center-based and community-based services particularly the Day Care Centers the implementation of “Hot Meal” scheme of its Supplementary Feeding Program;

WHEREAS, the President's State of the Nation Address (SONA) in July 26, 2010, emphasized that the thrust of his administration is to strengthen and maximize Public-Private Partnerships along implementation of various programs and projects;

WHEREAS, Letter d of Section 1 Article III of City Ordinance No. 383 otherwise known as “An Ordinance Providing for a Comprehensive Welfare Code for the Children of the City of Tagum and for other purposes” mandates the Local Government of Tagum to ensure the maximum extent possible the survival of the child from zero (0) to six (6) years old and further promote their optimum growth and development;

WHEREAS, the parties of this contract have decided and hereby formally bind themselves to start the implementation of the Supplemental Feeding Program for all children enrolled in Day Care Centers as parties contribution to the implementation of Republic Act No. 8980 known as the Early Childhood Care and Development (ECCD) Act and in consideration that “The child: A Nation's Asset. Article, Presidential Decree 603. A child is one of the important assets of the nation. Every effort should be exerted to promote his/her welfare and enhance his opportunities for a useful and happy life;

NOW THEREFORE, be it resolved, by the Sangguniang Panlungsod of Tagum, as it is hereby resolved, to authorize the Hon. Rey T. Uy, City Mayor, to sign for and in behalf of the City Government a Memorandum of Agreement (MOA) with the Department of Social Welfare and Development - Field Office XI for the implementation of the Supplementary Feeding Program for Children Enrolled in Day Care Centers.

RESOLVE FURTHER, that the full text of the Memorandum of Agreement (MOA) shall be read as follows:

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and executed this _____ day of _____, 2011 in Davao City by and among:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT-Field Office XI**, with principal office address at Ramon Magsaysay Corner Suazo St. Davao City represented in this act by its **Regional Director ESTER ACEBEDO-VERSOZA, CESO II**, hereinafter shall be referred to as the **FIRST PARTY**;

-and-

The **CITY GOVERNMENT OF TAGUM**, with office address at Rizal St., Tagum City and represented by its City Mayor **HON. REY T. UY** referred hereto as the **SECOND PARTY**;

I. OBLIGATION OF THE FIRST PARTY:

1. Transfer Funds to the Local Government in the amount of Four Million Four Hundred Sixty Six Thousand and Nine Hundred Thirty Five (P 4,466,935) for the Implementation of the feeding program for Day Care Children enrolled in Day Care Centers with reference to Approved Allocation Schedules signed by the Regional Director.
2. Manage and coordinate the regional implementation of the feeding.
3. Provide technical assistance to C/M Social Welfare and Development Officers/ Implementing Office and Day Care Workers in the implementation of the feeding program;
4. Monitor and respond to urgent concerns of the LGUs.
5. Consolidate LGU program data and submit progress report monthly to the DSWD Central Office.
6. Conduct a Regional Implementation Review at the end of the implementation period.

II. OBLIGATIONS OF THE SECOND PARTY:

1. Supervise and coordinate the implementation of the Supplementary Feeding Program in the Day Care Centers.
2. Designate the C/MSWDO or appropriate implementing office of the city/municipality as Focal Person for the Feeding with the task of providing guidance, technical assistance and support to the Day Care Workers and parent's Groups in coordination with the City/Municipal Nutrition Action Officer (C/MNAO).
3. The appointed focal person shall be responsible for providing administrative and technical assistance in the Parent Committees in each Day Care Center including preparation of documents for the opening of bank accounts. In areas where bank account is not available, money for the DCSPG shall be coursed through the account of the Federation of Day Care Workers at the city/municipal level. The CSWDO or implementing office shall ensure that the funds intended for the DCSPG shall be received for the latter's operation of the feeding in their respective day care centers in accordance with acceptable arrangements with COA rules and regulations.
4. Purchase of goods should be in accordance with COA rules and regulations.
5. Should funds for purchase of Rice be transferred to the LGU, Iron Fortified Rice from NFA shall be used for feeding. Purchase of rice shall follow the negotiated mode of procurement from a government agency (NFA) in accordance with the provision of Sec. 53 (e) of R.A. 9184 and its Implementing Rules and Regulations.
6. Monitor, consolidate and submit monthly report to DSWD Field Office XI for consolidation, copy furnish the Provincial Social Welfare and Development Office.
7. Coordinate with the City Accounting Office the submission of Feeding Program Fund Transferred Audited Liquidation Report when fund utilization is about 70% for the first tranche of funds or full liquidation in case of single fund transfer, within 60 working days after full implementation of the program.
8. Guidelines on the Implementation of the Supplementary Feeding Program shall form as an integral part of this Memorandum of Agreement.

III. AMENDMENTS

Any modification of this AGREEMENT will not be valid except when made into writing and concurred by BOTH PARTIES.

IV. PENALTY CLAUSE:

The agreement shall be implemented as agreed upon in accordance with the terms and condition stipulated herein. Failure on the part of any party to comply with the provisions of this AGREEMENT will warrant its discontinuance and give rise to filing of appropriate administrative and/or criminal actions against responsible officers and employees of the erring Party.

-over-

V. EFFECTIVITY:

This Memorandum of Agreement takes effect for a period of one (1) year from _____ to _____, unless extended by both parties.

In **WITNESS WHEREOF**, the parties have hereunto set their signatures in this Memorandum of Agreement this _____ day of _____ 2011 in _____.

**DEPARTMENT OF SOCIAL
WELFARE AND DEVELOPMENT**

CITY GOVERNMENT OF TAGUM

ESTER ACEBEDO-VERSOZA, CESO II
Regional Director

REY T. UY
City Mayor

SIGNED IN THE PRESENCE OF:

VIRGILIA R. SUPINO
Accountant-DSWD XI

RAMIL Y. TIU, CPA
City Accountant

REBECCA A. SANTAMARIA
Operations Division Chief

NORA H. LUPIBA, RSW
CSWDO/Department Head

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Davao del Norte) s.s.
City of Tagum)

BEFORE ME, a notary Public of and in the City of Tagum, the following persons with their respective Community Tax Certificate appeared the following:

Name	CTC No.	Date and Place Issued
Hon. Rey T. Uy	_____	_____
Dir. Ester Acebedo-Versoza, CESO II	_____	_____

Both known to me as the same persons who executed the foregoing Memorandum of Agreement consisting of (__) page/s, including the page on which this acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page hereof and they acknowledged the same to be their free and voluntary act and deed as well as those of the entities represented.

WITNESS MY HAND AND SEAL.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series No. _____

CARRIED AND APPROVED.

I HEREBY CERTIFY to the correctness of the foregoing.

REY A. BUHION
Secretary to the Sanggunian

**ATTESTED AND CERTIFIED
TO BE DULY ADOPTED:**

ALLAN L. RELLON, MPA
City Vice Mayor
(Presiding Officer)