

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

**BEFORE THE 5<sup>TH</sup> CITY COUNCIL**

**EXCERPT FROM THE MINUTES OF THE 46<sup>th</sup> REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON MAY 30, 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. GETERITO T. GEMENTIZA,	Member
Hon. TRISTAN ROYCE R. AALA,	Member
Hon. FRANCISCO C. REMITAR,	Member

**ON OFFICIAL BUSINESS:**

Hon. ALAN D. ZULUETA,	Member	
Hon. ALFREDO R. PAGDILAO,	Member	(ABC Representative)
Hon. JACQUELINE GRACE Q. EDULLANTES,	Member	(SKF Representative)

**RESOLUTION NO. 382, s- 2011**

**A RESOLUTION GRANTING AUTHORITY TO THE HONORABLE 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 RICE SUBSIDY PROGRAM FOR SMALL SCALE FARMERS AND FISHERFOLKS THRU CASH FOR TRAINING AND CASH FOR WORK.**

**WHEREAS**, Section 16 of the Republic Act 7160, otherwise known as Local Government Code of 1991 expressly provides that, on General Welfare every Local Government Unit ( LGU ) shall exercise the powers expressly granted, those necessarily implied therefore, as well as powers necessary, appropriate and incidental for its efficient and effective governance, and those which are essential to the promotion for the general welfare. Within their respective territorial jurisdiction, local government units shall ensure and support among other things, the preservation and enrichment of culture, promote health and safety, enhance the right of the people to a balanced ecology, encourage and support the development of appropriate and self reliant scientific and technological capabilities improve public morals, enhance economic prosperity and social justice, promote full employment among the residents, maintain peace and order and preserve the comfort and convenience of their inhabitants;

**WHEREAS**, it is the concern of the implementing office as well as Members of the Sangguniang Panlungsod of Tagum that programs of the City Government and the regional or national offices be implemented without further delays;

**WHEREAS**, the Department of Social Welfare and Development is mandated to provide assistance to the Local Government Units ( LGUs ), Non Government Organizations ( NGOs ) and other members of the society in effectively implementing programs, projects and services that will alleviate poverty and empower disadvantaged individuals, families and communities for an improved quality of life;

**WHEREAS**, the program aims to generate income, temporary employment to small scale farmers and fisherfolks alike during lean months and those affected by disasters and emergencies;

**WHEREAS**, parties herein recognize that the project shall address the preservation of the quality of life and shall definitely help small scale farmers and fisherfolks in the city;

**NOW THEREFORE, BE IT RESOLVED**, by the Sangguniang Panlungsod of Tagum to grant authority to the Honorable 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 rice subsidy program for small scale farmers and fisherfolks thru cash for training/cash for work;

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

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement made and entered into by:

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**, referred hereto as the **DSWD XI**;

-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 **CITY GOVERNMENT OF TAGUM**;

**WITNESSETH:**

**Whereas**, in the Philippines, occurrences of major disasters like the recent devastating effects of Typhoons Ondoy, Pepeng and Santi, and the El Niño Phenomenon created an atmospheric of crisis to the small scale farmers and fisherfolks which demands prolonged intervention through the conduct of early recovery and rehabilitation efforts. This had been aggravated by long lean months;

**Whereas**, the DSWD as the social welfare and development arm of the Philippine government is mandated to provide assistance to Local Government Units (LGUs), Non-Government Organizations (NGOs) and other members of the society in effectively implementing programs, projects and services that will alleviate poverty and empower disadvantaged individuals, families and communities for an improved quality of life;

**Whereas**, the objectives of the program are: to generate temporary employment and provide income augmentation to small scale farmers and fisherfolks needing assistance during lean months and those who are affected by disasters and emergencies; and to encourage community participation in implementing a community-defined project related, prepare them for response and post disaster activities including hunger mitigation and food security initiatives;

**Whereas**, the parties of this contract have decided and hereby formally bind themselves to commence the implementation of the Rice Subsidy for Small Scale Farmers and Fisherfolks and their families who are distressed, displaced or needing assistance thru Cash for Training/ cash for Work Program/ activity, upon signing of this instrument;

**Now Therefore**, in consideration of the foregoing, stipulate the conditions/undertakings hereinafter stated, the parties hereto do hereby agree and declare as follows:

**A. The DSWD shall be responsible for the following:**

1. Transfer the amount of P 1,268,675.00 as financial support for the implementation of the Rice Subsidy for Small Scale Farmers and Fisherfolks thru Cash for Training and Cash for Work.
2. Release the amount of assistance to the Local Government Unit after the approval of the project proposal submitted by the LGU together with the other requirements.
3. Provide list of potential beneficiaries from the National Household Targeting System for poverty reduction.
4. Provide technical assistance to the LGU to ensure compliance to the program guidelines.
5. Conduct on-site monitoring of the project/activity on periodic basis using random sampling.
6. Conduct evaluation of the project/ activity after its completion.
7. Submit completion, monitoring and evaluation reports to DSWD CO thru PMB copy furnished the LGU.
8. Demand for the refund of unused funds within thirty (30) days after the project implementation.
9. Request the Commission on Audit to conduct special audit in case there is a need.

**B. The City Government of Tagum shall be responsible for the following:**

1. Shall prepare and submit a Program Implementation Plan as a requirement for the transfer of funds.
2. Maintain a separate bank account solely for Cash Subsidy Program for Small Scale Farmers and Fisherfolks.
3. Shall take full responsibility in the proper disposition/disbursement of funds on the implementation of the program in accordance with COA rules and regulations. Abide with the list of beneficiaries from DSWD-NHTSPR, should there be any deletion/replacement from the list of beneficiaries, the LGU should submit report to DSWD.
4. Conduct validation of the list of potential beneficiaries from the NHTSPR in coordination with the PSWDO and DSWD FO XI.
5. Submit Project Proposal providing the rationale and details of the project/activity for approval of the Regional Director with attached validated list of beneficiaries.

-over-

6. Shall implement the Cash Subsidy Program for Small Scale Farmers and Fisherfolks thru Cash for training/ Cash for Work immediately after the receipt of the funds, under the supervision of the DSWD Field Office XI.
7. Shall ensure that at least 50% of the subsidy that will provide to the beneficiaries shall be utilized to purchase food/rice in the local market, since this will boost the local economy.
8. Shall maintain a logbook to document the daily attendance of the beneficiaries who have reported to work.
9. Shall pay the beneficiaries in cash at the end of each activity for three consecutive months.
10. Shall pay the beneficiaries in cash @ Php. 199.00 per day for 11 days, broken down into 3 cycles (one cycle per month).

Cycle	Month	No. of days	activity
1 <sup>st</sup>	June	4	Cash for Training
2 <sup>nd</sup>	July	4	Cash for Work
3 <sup>rd</sup>	August	3	Cash for Work

11. Shall prepare and submit completion report to DSWD Field Office XI with photo documentation of the site before and after the implementation.
12. Shall determine modalities and mechanisms at the family and community level which can sustain the project.
13. Shall submit monthly/quarterly disbursement report duly verified by the Provincial/ City COA Auditor.

This Memorandum of Agreement (MOA) will take effect upon signing of this instrument by the DSWD and the City Government of Tagum.

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

**For the Department of Social Welfare and Development  
Field Office XI**

By:

**ESTER ACEBEDO-VERSOZA, CESO II**  
Regional Director

**For the City of Tagum**

By:

**REY T. UY**  
City Mayor

**WITNESSES:**

**VIRGILIA R. SUPINO**  
DSWD Accountant

**NORA H. LUPIBA, RSW**  
CSWD/ Department Head I

**DESIREE N. PINGOL**  
SWO IV/ Unit Head

**RAMIL Y. TIU, CPA**  
City Accountant

**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
<b>Hon. Rey T. Uy</b>	_____	_____
<b>Dir. Ester Acebedo-Versoza, CESO II</b>	_____	_____

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)**