



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 72nd REGULAR SESSION OF THE 12TH SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON MAY 13, 2024.

Present:

HON. RONALDO D. ENCABO	- SB Member
HON. ARNOLD L. FLORES	- SB Member
HON. FREDERICK R. BALANDRA	- SB Member
HON. HERMES B. CABALES	- SB Member
HON. RHOLLY A. LABANG	- SB Member
HON. MA. GEMMA C. ALBISO	- SB Member
HON. ROMEO G. LIGAN	- SB Member
HON. JELITO R. PEÑONAL	- SB Member
HON. JOEL L. FAMOR	- ABC President
HON. JUSTONY G. SULATORIO	- SKF President
HON. ROMEO D. PARILA	- IPMR

Absent:

HON. WILFREDO L. MALONG, SR. - Vice Mayor – Acting Mayor

RESOLUTION NO. 0320-2024

AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLO R. S. CERILLES, RMT, MAGD, TO ENTER INTO AND SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF DUMALINAO WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT, REGION IX, REPRESENTED BY ITS REGIONAL DIRECTOR, RIDUAN P. HADJIMUDDIN, CESO IV, FOR THE IMPLEMENTATION OF THE SUPPLEMENTARY FEEDING PROGRAM (SFP) IN THE MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR.

WHEREAS, presented for consideration and appropriate action is the request of the Local Chief Executive to authorize her to enter into and sign a Memorandum of Understanding by and between the Department of Social Welfare and Development, Region IX, for the implementation of the Supplementary Feeding Program (SFP) in the locality;

WHEREAS, Section 22 (c) of R.A 7160, otherwise known as the Local Government Code of 1991, provides, that every local government unit, as a corporation, shall, unless otherwise provided in this Code, no contract may be entered into by the local chief executive in behalf of the local government unit without prior authorization by the sanggunian concerned;



WHEREAS, the municipal mayor is empowered by the same Code to enter into contracts on behalf of the municipality, based on Section 444 (b) (1) (vi) thereof, which provides that upon authorization by the sangguniang bayan, represent the municipality in all its business transactions and sign on its behalf all bonds, contracts, obligations, and such other documents made pursuant to law or ordinance;

WHEREAS, the Department of Social Welfare and Development (DSWD) has initiated the Supplementary Feeding Program aimed at improving the nutritional status of children enrolled in day care centers and supervised neighbourhood playgroups;

WHEREAS, the Local Government Unit (LGU) of Dumalinao recognizes the importance of this program in promoting the health and well-being of children in the municipality;

WHEREAS, the signing of a Memorandum of Understanding (MOU) between the LGU of Dumalinao and the DSWD Region IX is a requisite step to operationalize the partnership and set forth the terms, responsibilities, and expectations of each party;

WHEREAS, after careful review and exhaustive deliberation, and after finding the same to be proper and order;

NOW, THEREFORE, premises above-considered, on motion by **HON. ROMEO D. PARILA**, the body resolved, as it hereby resolves to authorize the Local Chief Executive, Honorable Mayor Junafior S. Cerilles, RMT, MAGD, to enter into and sign a Memorandum of Understanding on behalf of the Local Government Unit of Dumalinao with the Department of Social Welfare and Development, Region IX, represented by its Regional Director, Riduan P. Hadjimuddin, CESO IV, for the implementation of the Supplementary Feeding Program (SFP) in the Municipality of Dumalinao, Zamboanga del Sur.

LET the copy of this resolution be furnished to concern offices and/or officials for reference, guidance and appropriate action.

DONE this 13TH day of MAY 2024, at Dumalinao, Zamboanga del Sur.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


DARRYLLE ANGELOU A. DALID, MPA, JD
Acting Secretary to the Sanggunian

Attested and approved by:


RONALDO D. ENCABO
SB Member- Acting Presiding Officer



MEMORANDUM OF UNDERSTANDING

KNOW ALL PERSONS BY THESE PRESENTS:

This Memorandum of Understanding made and entered into this _____ day of _____ 2024 at _____, between and among:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**, a national government agency created pursuant to Republic Act No. 5416, through its **FIELD OFFICE IX**, with the office address at Gen. Vicente Alvarez Street, Zamboanga City, and represented by its **REGIONAL DIRECTOR, RIDUAN P. HADJIMUDDIN, CESO IV** (hereinafter referred to as the "DSWD");

and

The **LOCAL GOVERNMENT UNIT OF DUMALINAO** with address at Pag-asa Dumalinao Zamboanga del sur herein represented by its **LOCAL CHIEF EXECUTIVE, JUNAFLORES S. CERILLES**, duly authorized to represent the LGU, (hereinafter referred to as the "LGU");

WITNESSETH

WHEREAS, the Supplementary Feeding Program (SFP) is the provision of food in addition to the regular meals to target children ages 2-4 years old enrolled in the Child Development Center (CDCs) and Supervised Neighborhood Play (SNPs) as part of the DSWD's contribution to the early childhood care and development (ECCD) program of the government;

WHEREAS, the Department of Education (DepEd) and the Department of Social Welfare and Development (DSWD), in consultation with other National Government Agencies (NGAs), Local Government Units (LGUs), Non-Government Organizations (NGOs), and development partners, are mandated by Republic Act No. 11037 also known as "Masustansyang Pagkain Para sa Batang Pilipino", to promulgate their respective rules and regulations for the efficient and effective implementation of the National Feeding Program for Public Day Care Centers (PDCCs) or CDCs, public kindergarten and elementary schools, pursuant to Section 4 of the said law to address undernutrition among Filipino children;

WHEREAS, under Section 4(a) of RA No. 11037, the DSWD, in coordination with the LGUs, has been tasked to implement a SFP for undernourished children with ages three (3) to five (5) years which shall include the provision of at least one (1) fortified meal for a period of not less than one hundred twenty (120) days in a year;

1 MOU Re: SFP Implementation

WHEREAS, the efficient and effective implementation of a national feeding program shall sustain the gains of good nutrition achieved through the delivery of early childhood care and development services consistent with RA No. 10410, otherwise known as the “Early Years Act of 2013” and quality basic education services under RA No. 10533, otherwise known as the “Enhanced Basic Education Act of 2013;”

WHEREAS, the General Appropriation Act of 2024 stated that the target outcome indicator of SFP is 80% of malnourished children in CDCs and SNPs with improved nutritional status;

WHEREAS, given the limitation in the purchasing power of most families due to extended effect of the COVID-19 pandemic and inflation of food commodities, SFP implementation shall assist in addressing the issue of hunger and food security among Filipino children and prevent regression of the current nutritional status of the beneficiaries;

WHEREAS, the DSWD adopted alternative modes of implementation such as distribution of dry rations, nutripacks, and nutribun with fresh milk to address issues on the continuous delivery of services despite the shift of the ECCD sessions from face to face to virtual learning;

WHEREAS, local government units (LGUs), as partners of the DSWD in delivering programs and projects shall also assist in the implementation of SFP;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agree to undertake the program under the following terms and conditions:

I. ROLES AND RESPONSIBILITIES

1. DSWD shall:

- a. Manage and coordinate/supervise the regional implementation of the SFP. Designate a Focal Person for the SFP to provide guidance and technical assistance to the Social Welfare & Development Officers, CDC/SNP workers, Day Care Workers Federation (DCWF) and Day Care Service Parent Group (DCSPG) in the implementation of the Program;
- b. Coordinate and inform the LGU to conduct 120 feeding days with a twice-a-day feeding implementation, if necessary, composed of hot meals in combination with dry rations to boost the nutritional concerns of the children during the pandemic;
- c. Act as the Procuring Entity, identify the applicable procurement scheme and guarantee compliance with RA No. 9184 or the Community Participation Procurement Manual (CPPM) for Enhanced Partnership Against Hunger and Poverty (EPAHP) of DSWD, DAR and DA, whichever may be applicable;
- d. In all cases, ensure the timely delivery of the goods to CDCs/SNPs with the assistance of the City/Municipality Social Welfare Development Officer;

- e. Consolidate reports and submit quarterly physical and financial accomplishment report as well as the quarterly accomplishment on nutritional status of children to Central Office- Program Management Bureau (PMB);
- f. Coordinate to the P/C/M Local Nutrition Councils on the roles and responsibilities in the program related to its objective and mechanics;
- g. Conduct a Regional program evaluation at the end of the implementation period of each cycle.

2. LGU shall:

- a. Submit a project proposal and master list of beneficiaries as the basis for funding allocation for the 14th cycle (CY 2024) and the conduct of twice-a-day feeding provision, if necessary, for the beneficiaries. The LGU shall include in the project proposal the mode of implementation they will use based on the SFP implementing guidelines;
- b. Designate the P/C/MSWDO as Focal Person for the feeding with the task of providing guidance, technical assistance and support to the DCWF/DCSPG in coordination with the Province/City/Municipal Nutrition Action Officer (P/C/MNAO) and include in LGU/MNC meetings SF concerns;
- c. Request the C/M Nutrition Committee to assist in the monitoring of the nutritional status of the children beneficiaries and to provide technical assistance to the implementers of the Program on a monthly basis. The C/M Health Office may also assist in providing Vitamin A Supplementation and deworming to the target beneficiaries (children 2-5 years old);
- d. As the Focal Person, the P/C/MSWDO shall be responsible in providing administrative and technical assistance in the operationalization of the SFP and in overseeing the organization of Parents Committee in each CDCs/SNPS or in the assigned barangay;
- e. Ensure that the goods intended for the Program will be delivered timely.
- f. Promote and fund activities related to food production and backyard gardening in CDCs and in family homes;
- g. Monitor the timely and correct weighing and height measurement of the children beneficiaries and record their nutritional status monthly for six (6) months; a consolidated report from all the CDCs/SNPs shall be submitted quarterly to the DSWD Field Office;
- h. Conduct monthly profiling and updating of database of children beneficiaries including list of drop out for submission to DSWD on the 1st Friday of the succeeding month;
- i. Submit a monthly documentation report (narrative/photo) of the implementation as may be required in audit(s);
- j. Assist the DSWD and provide the counterpart cost in the delivery of goods from the municipality to the barangays;
- k. If necessary, provide augmentation support, in cash or in kind, in the implementation of the Program at the city/municipal and barangay level if the clients catered go beyond the target number of beneficiaries and also in other activities related to the program;
- l. P/C/MSWD Office to conduct Parent Effectiveness Sessions (PES) on nutrition education and motivation in nurturing their children;
- m. Assist the DSWD in the monitoring of the Program implementation; and

- n. Ensure observance of minimum health protocol in the distribution of foods items to the beneficiaries, such as wearing masks, gloves, etc.

II. ACCOUNTABILITY

The agreement shall be implemented in accordance with the terms and conditions stipulated herein. Failure on the part of any party to comply with the provisions of this Agreement will warrant its discontinuance without prejudice to filing of appropriate administrative and/or criminal actions against responsible officers and employees of the erring party.

Any dispute, controversy or claim arising out of or relating to this MOU shall be settled amicably between the parties. In the event that the dispute remains unresolved the Parties shall submit the issue for arbitration and adjudication in accordance with the law.

III. AMENDMENTS

The Memorandum of Understanding (MOU) may be amended or revoked upon mutual agreement of both parties, provided that all amendments shall be covered by Supplemental Provisions signed by both Parties which shall be deemed incorporated as integral parts of this MOU.

IV. EFFECTIVITY

This MOU shall take effect upon signing of the parties and shall remain valid until the completion of the 120 feeding days for the 14th cycle, unless otherwise revoked or terminated by either their mutual consent or discontinued in accordance with Item II.

In witness whereof, the parties hereby affix their signature this _____ day of _____, 2024 at _____ until December 31, 2024 subject to renewal in accordance with the GAA of the succeeding year.

**DEPARTMENT OF SOCIAL WELFARE
AND DEVELOPMENT**

**LGU OF DUMALINAO ZAMBOANGA
DEL SUR**

RIDUAN P. HADJIMUDDIN, CESO IV

JUNAFLORES S. CERILLES, RMT, MAGD

Regional Director
DSWD FO IX

Municipal Mayor

SIGNED IN THE PRESENCE OF:

ROWENA R. MENDOZA, RSW
PSD Division Chief

ELAINE MAY E. SARIPADA, RSW
C/MSWDO Department Head

ACKNOWLEDGEMENT

Republic of the Philippines)
City of _____)

Before me, this _____ day of _____, 2024, personally appeared:

NAME	GOVT ID #	DATE / PLACE ISSUED
RIDUAN P. HADJIMUDDIN, CESO IV	09-0052	ZAMBOANGA CITY
JUNAFLO R. CERILLES		

Who executed the foregoing Memorandum of Understanding consisting of five (5) pages signed on all pages, including this page on which this acknowledgement is written and acknowledged the same to be their own free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date place first above-written, this _____ day of _____, 2024 at _____, Philippines.

Notary Public

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