

Republic of the Philippines Region IX Province of Zamboanga del Sur MUNICIPALITY OF DUMALINAO



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 81ST REGULAR SESSION OF THE 12TH SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON JULY 22, 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, MA, GEMMA C. ALBISO - SB Member HON. RHOLLY A. LABANG - SB Member HON. ROMEO G. LIGAN - SB Member HON. JELITO R. PEÑONAL - SB Member - SKF President HON. JUSTONY G. SULATORIO HON. ROMEO D. PARILA - IPMR

Absent:

HON. WILFREDO L. MALONG, SR.

Vice Mayor – Acting Mayor

HON. JOEL L. FAMOR

- ABC President - S.L.

RESOLUTION NO. 0360-2024

AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLOR S. CERILLES. RMT. MAGD. TO ENTER AND SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE LOCAL GOVERNMENT OF DUMALINAO BY AND BETWEEN THE ATENEO DE ZAMBOANGA UNIVERSITY, REPRESENTED BY ITS PRESIDENT, FR. GUILLREY ANTHONY M. ANDAL, SJ., FOR THE IMPLEMENTATION OF IGNATIAN IMMERSION FOR ECOLOGICAL TRANSFORMATION PROGRAM IN THE MUNICIPALITY OF DUMALINAO. ZAMBOANGA DEL SUR.

WHEREAS, presented for consideration and appropriate action is the request of the Municipal Environmental and Natural Resources Officer to authorize the Local Chief Executive to enter and sign a Memorandum of Agreement by and between the Ateneo de Zamboanga University for the implementation of the Ignatian Immersion for Ecological Transformation Program 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;





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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 Ateneo de Zamboanga University has developed the Ignatian Immersion for Ecological Transformation Program, which aims to promote environmental awareness, ecological education, and sustainable practices within communities together with the Philosophy, School Liberal Arts, and the College of Nursing;

WHEREAS, the said program aligns with the LGU's objectives of fostering environmental stewardship and enhancing the ecological resilience of the locality;

WHEREAS, the partnership between the LGU and Ateneo de Zamboanga University will facilitate the implementation of various activities and initiatives under the Ignatian Immersion for Ecological Transformation Program, including but not limited to community education, ecological projects, and capacity-building workshops;

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. JELITO R. PEÑONAL, the body resolved, as it hereby resolves to authorize the Local Chief Executive, Honorable Mayor Junaflor S. Cerilles, RMT, MAGD, to enter and sign a Memorandum of Agreement on behalf of the Local Government Unit of Dumalinao with the Ateneo de Zamboanga University, represented by its President, Fr. Guillrey Anthony M. Andal, SJ., for the implementation of the Ignatian Immersion for Ecological Transformation Program 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 <u>22nd</u> day of <u>JULY 2024</u>, at Dumalinao, Zamboanga del Sur.

I HEREBY CERTIFY to the correctness of the foregoing resolution

DARRYLLE ANGELOU A. DALID, MPA, JD

ecretary to the Sanggunian

Attested and approved by:

RONALDO/D. ENCABO

Acting Vice Mayor-Presiding Officer

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SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR



Region IX Republic of the Philippines Province of Zamboanga del Sur Municipality of Dumalinao

OFFICE OF THE MUNICIPAL ENVIRONMENT & NATURAL RESOURCES

July 15, 2024

HON. WILFREDO L. MALONG SR.

Municipal Vice Mayor Municipality of Dumalinao Pag-asa, Dumalinao, Zamboanga del Sur

Through: 12th Sangguniang Bayan Council

Municipality of Dumalinao

Dear Hon. Malong:

Greetings of peace and prosperity! I am writing to formally request the assistance of the Sangguniang Bayan Council in facilitating a Memorandum of Agreement (MOA) between the Municipality of Dumalinao and Ateneo de Zamboanga University (AdZU) regarding their immersion program within our community.

AdZU has expressed interest in conducting an immersion program in our municipality, aimed at nurturing their students to be environmentally responsible and socially aware of the community. This initiative promises to bring significant benefits to our local community such as knowledge exchange, community development, etc.

To formalize this partnership, it is vital for the Municipal Mayor to enter into MOA with AdZU. This agreement will outline the responsibilities, objectives, and terms under which the immersion program will be conducted, ensuring clarity and mutual understanding between all parties involved.

I kindly request the Sangguniang Bayan Council's support in presenting this matter for consideration. Your assistance in expediting this process would be greatly appreciated. Attached to this letter are relevant documents outlining the proposed framework of the MOA.

Should you require any further information or clarification, please do not hesitate to contact me at this number 09978531097. Thank you for your attention to this matter. I look forward to your positive response and to further discussing how we can collaborate to bring about positive change in our municipality through this valuable partnership with AdZU.

Respectfully,

NIKITA KAY S. DEMIAR MENRO-Designate



MEMORANDUM OF UNDERSTANDING (MOU) ECOLOGICAL IMMERSION PROGRAM PARTNERSHIP

This Memorandum of Understanding (MOU) is entered into this ______of ____2023 in the City of Zamboanga by and between:

ATENEO DE ZAMBOANGA UNIVERSITY (ADZU), a private, non-stock, non-profit, tertiary educational institution duly incorporated and registered under the Philippine laws, with principal office address at La Purisima Street, Zone III, Zamboanga City 7000, herein represented by its President, FR. GUILLREY ANTHONY M. ANDAL, SJ, hereinafter referred to as "ADZU", through the Ateneo Center for Environment and Sustainability hereafter called the "ACES" represented by the Director, EMIR V. EPINO.;

-and-

MUNICIPALITY OF DUMALINAO, Zamboanga del Sur, a local government unit, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Barangay Pag-Asa, Dumalinao, Zamboanga Del Sur, represented by the its Mayor, HON. JUNAFLOR S. CERILLES, of legal age, hereinafter referred to as "DUMALINAO-LGU".

WITNESSETH:

WHEREAS, parties within the Ateneo de Zamboanga University academic institution are willing to work together as partners for the pilot implementation of the Ignatian Immersion for Ecological Transformation (IñIGO) program of the Ateneo Center for Environment and Sustainability together with the Philosophy, School of Liberal Arts and the College of Nursing will be providing a hybrid academic offering of the Environment Ethics course wherein ecological immersion will be the core of the subject.

WHEREAS, AdZU is committed to implement the ecological immersion program and acknowledge the value of the environment and realize the key and critical importance of leading an environment-friendly lifestyle and in achieving sustainable goals;

WHEREAS, AdZU believes that for the effective delivery of Ecological Immersion Program, there is a need for local government partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, waste characterization activity, and other related interventions on SWM for the Immersee;

WHEREAS, AdZU will start the Pilot implementation of Ecological Immersion Program in summer of this School Year 2024-2025;

WHEREAS, to achieve the objectives of the program, the AdZU needs to enter into an ecological immersion partnership with the **DUMALINAO-LGU**, being the Most Outstanding LGU, 1st Placer in Region IX – Solid Waste Management Implementer for 2021.

WHEREAS, DUMALINAO- LGU will be providing venues and interventions in line with Solid Waste Management (SWM) of the Local Government Unit that seeks to achieve environmentally sustainable practices;

WHEREAS, the DUMALINAO-LGU, through the City Mayor's Office, has selected four barangays, namely Pag-asa, Sumadat, Paglaum, and Baloboan as the immersion station area of the identified foster families for the immersee;

WHEREAS, the DUMALINAO-LGU operates in the area on Solid Waste Management (SWM) where the four barangays identified are located and has offices, facilities, project sites, and expertise that it can make available for the purposes of student ecological immersion;

WHEREAS, the DUMALINAO-LGU considers going into an ecological immersion partnership with the AdZU as part of its mission to create a positive impact on the community, especially the young people;

WHEREAS, the DUMALINAO-LGU recognizes the need for an ecological immersion environment that is safe for the students and faculty, and conducive to learning, and has the capacity to identify the Foster Families for the student-Immersee;

WHEREAS, the DUMALINAO-LGU is encouraged to fully support the successful implementation of the Ecological ImmersionProgram of the Ateneo de Zamboanga University (AdZU);

WHEREAS, all Parties, as part of their commitment to assist and support the faculty members, staff and other resource persons involved in the implementation of the ecological immersion program through first-hand experience, exposure, knowledge and skill capability building;

WHEREAS, the AdZU and the DUMALINAO-LGU, hereinafter collectively referred to as "PARTIES", undertake to collaborate toward the successful implementation of the ecological immersion program in the four-barangays namely: Pag-asa, Sumadat, Paglaum, and Baloboan Municiaplity of Dumalinao, Zamboanga del Sur cognizant of the need for special protection of the immersion faculty and with the best interest of the Immersee at heart;

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

DESCRIPTION OF THE ECOLOGICAL IMMERSION PROGRAM

IñIGO - Ignatian Immersion for ecoloGical transfOrmation; The IñIGO is a hybrid ecological immersion program which is grounded on the Papal encyclical Laudatu Si, the Care for the Common Home. This seeks to engage the students in the mission of the encyclical and at the same time immerse the students in a community or institutions where champions of "ecological citizenship" flourished.

Confronting the environmental crisis in Zamboanga Peninsula, Ateneo de Zamboanga University guided by its Vision and Mission accepts the call of Pope Francis on the care for the common home through an IñIGO Program. In view of this reality, the Ateneo Center for Environment and Sustainability, Philosophy, School of Liberal Arts, and the College of Nursing and partner LGUs will provide a venue for an holistic experience for individuals directed towards ecological transformation;

The implementation of the IñIGO Program, the second batch of participants, 40 students will be invited to undergo the program. This can come from the incoming 2nd year Nursing students/ EcoWatch/SACSI Vols/other volunteers subject requirements for graduation. Through immersion program, the students are exposed to and are familiarized with the work-related environment related to Solid Waste Management and other related

interventions. Specifically, the students are able to: OBJECTIVES OF THE ECOLOGICAL IMMERSION PARTNERSHIP

The Ecological Immersion Partnership has the following objectives:

- 1. To augment the AdZU Ecological Immersion program with unique contributions from Dumalinao-LGU facilitators and practitioners in order to align and comply with the program's goal
- 2. To instill in students enrolled in the Ecological Immersion program knowledge and skills relevant to the subject.
- 3. To immerse the students with meaningful learning experiences by exposing them to different SWM settings.
- 4. To establish an Ecological Immersion Partnership between AdZU and the LGU in accordance with Solid Waste Management principles and practices.

II. RESPONSIBILITIES OF THE PARTIES

A. Joint Responsibilities

Both the ATENEO DE ZAMBOANGA UNIVERSITY and the DUMALINAO-LGU shall:

- 1. Create a joint working team that will discuss the action plan and strategies to operationalize the partnership.
- 2. Adhere to all laws, memorandums, and circulars especially those pertaining to students/ participants protection and safety as provided for in the Strategies for Ecological Immersion.
- 3. Develop the students' Ecological Immersion module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes, and competencies that the student should acquire after completing the program.
- 4. Develop an Ecological Immersion Daily Schedule of Activities that will be followed by the student/Immersee during the whole duration of the immersion program in the LGU.
- 5. Formulate ecological immersion policies and guidelines on selection of foster family/ies, placement, monitoring, and assessment of student (immersion participants to ensure that each student is assigned to an immersion partner matched to his/her qualifications, and aptitude.

B. Responsibilities of the Institution

The ADZU shall:

- 1. Identify the batch of participants, 40 students who will be screened to undergo the program. This can come from the incoming 2nd or 3rd year students.
- 2. Make the needed adjustments to contextualize the Ecological Immersion Program based on the inputs from the LGU.

- 3. Designate a program officer in charge of coordinating with the LGU and supervising the activities of the students for the duration of the Ecological Immersion program.
- 4. Provide insurance coverage for the Immersee/ students/ faculty/ staff during the entire implementation of the Ecological Immersion program.
- 5. Continue to exercise its Special Parental Authority under the Family Code over the student under immersion in the premises of the partner.
- 6. Monitor each student's progress throughout the duration of the entire IñiGO Immersion program so as to make sure that the tasks assigned to each student are meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.
- 7. Provide the LGU/BLGU evaluation tool for the students' immersion performance.
- 8. Issue a final grade to the student upon completion of the requirements within a prescribed period.
- 9. Ensure that the student will adhere to the nondisclosure policies of the Municipality/City/Province as agreed to by the Institution-AdZU.
- 10. Provide signed Consent forms from the parents as applicable.
- 11. Provide the LGU a Certificate of Participation in the Ecological Immersion Program for whatever purpose it may serve.

C. The DUMALINAO-LGU shall:

- 1. Assign a staff as facilitator/ coordinator from the LGU to liaise with the institution- ADZU and supervise the students without prejudice to the special parental authority of the school, its administrators and faculty for the duration of the ecological immersion program so as to ensure efficient implementation of all stages of the program.
- 2. Provide inputs into the activities through the discussions or workshops that will be organized.
- 3. Provide in-kind counterparts or resources as partner to the immersion program.
- 4. Lend its expertise by making available its resident resource persons to provide training to the students.
- 5. Allow the student to be deployed to the identified barangays/SWM project sites of the LGU based on the Ecological Immersion Daily Schedule of Activities.
- 6. Agree to the required number of hours of the immersee of the immersion program set under the agreements.
- 7. Provide immersion opportunities for the 40 student volunteers of Ateneo de Zamboanga University, summer school year 2024-2025.
- 8. Provide students with an orientation about the LGU, the job as well as expose them to the SWM facilities and to the various stakeholders of the community in which it operates for the students to get a holistic understanding of the LGU.
- 9. Make its workplace and facilities available to students and faculty, and shall similarly take all necessary action to ensure the safety of students within their areas of operation at all times, ensure that the students will not be exposed to hazardous materials and working environment throughout the duration of the immersion.
- 10. Evaluate students' performance in the immersion venue by accomplishing provided evaluation tool.

D. EFFECTIVITY

This agreement shall hold for the duration of the Two-week summer of Academic School Year (2023-2024). The DUMALINAO-LGU and the ADZU shall submit their intention for renewal of this agreement through formal letter before the expiration of this Agreement.

The DUMALINAO-LGU and the ADZU reserve their respective rights to terminate their participation in the agreement after the duration of this Agreement through formal written notice before the effectively of the termination. Both parties shall turnover all deliverables agreed thereto in the IñIGO Program. Termination shall be subject to the mutual agreement between the parties.

A material breach of the IñIGO Program Guidelines and/or this MOU shall constitute a ground for termination of the MOU, in whole or in part, by the aggrieved party, without prejudice to other legal remedies.

IV. LIABILITY

Considering the benefits that the student will derive from this participation in the said activity, and further consideration the diligence to be exercised by the leaders thereof to ensure the student's safety during the activity. The school, its administrator, and faculty or any of the leaders thereof exercising authority and supervision over the Student undergoing immersion may not be held responsible or liable for any unforeseen incident beyond their control.

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the affectivity of this agreement.

ADZU shall not be liable for opportunity losses of the DUMALINAO-LGU during the duration and after the termination of this agreement.

V. NONDISCLOSURE PROVISION

It is expressly understood by ADZU and the students that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational, and technical matters that the DUMALINAO -LGU shall make available to them shall be used for the sole purpose of student immersion program. All of these matters are classified as confidential in nature and proprietary to the DUMALINAO -LGU and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the DUMALINAO –LGU.

VI. OWNERSHIP OF OUTPUT AND INTELLECTUAL PROPERTY

Intellectual properties developed by the student as part of his or her ecological Immersion duties in the DUMALINAO -LGU and their corresponding copyrights and/or patents shall belong to the DUMALINAO -LGU and ADZU.

Intellectual properties developed by the student outside of his or her ecological Immersion activities duties in the DUMALINAO -LGU and their corresponding copyrights and/or patents shall belong to the student, even if the student used the time, facilities, materials of the LGU, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the DUMALINAO -LGU.

The above provisions shall apply in proportion to the intellectual properties developed by the student in case intellectual property is jointly developed by the student with an employee or personnel of the LGU, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the DUMALINAO -LGU.

VII. OTHER PROVISIONS

It is expressly understood by the PARTIES that the DUMALINAO -LGU is not obliged to pay wage or salary since no employer-employee relationship exists between them. However, the DUMALINAO -LGU can provide assistance in kind such as providing transportation, meals, venue and as resource persons.

No community members/ LGU staff or employee- Immersee relationship exists between the student and the partners in IñIGO Program if all the following criteria are met:

- 1. The trainings and other community workshop interventions related to the Solid Waste Management is for the benefit of the student.
- 2. The student Immersees does not displace regular employees, and works under close supervision.
- 3. Any practical training is performed under the supervision and direction of people who are knowledgeable and experienced in the environmental activity.
- 4. The training is focus on Solid Waste Management, and qualifies the student to work in any related interventions of the program.
- 5. The screening process for the IñIGO Program is not the same as that for employment, and does not appear to be for that purpose. The screening only uses criteria relevant for admission to an ecological immersion program.
- Advertisements, posting, or solicitations for the program clearly discuss education or training, rather than employment, although employers may indicate that qualified graduates may be considered for employment.

VIII. EFFECTIVITY DATE

IN WITNESS WHEREOF, th	nall take effect immediately upon signing hereof by all parties. ne undersigned duly appointed representatives of Ateneo de Zamboanga University LGU hereby signed this Agreement onday of , Philippines.
For ADZU:	FR. GUILLREY ANTHONY M. ANDAL, SJ
	President Ateneo de Zamboanga University (AdZU)
Α	MR. EMIR V. EPINO Director teneo Center for Environment & Sustainability (ACES)
For DUMALINAO-LGU:	HON. JUNAFLOR S. CERILLES Mayor Municipality of Dumalinao, ZDS
	Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)			
) S.S.			
BEFORE ME, a Notary Public, Day of,2023 inpersonally appeared to identities indicated below:		nibiting to me their competent proof of	
NAME	GOV'T. ISSUED ID	ISSUANCE DETAILS	
FR. GUILLREY ANTHONY ANDAL, S.J.		·	
HON. JUNAFLOR S. CERILLES			
Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed and that of the institutions they respectively represent.			
This instrument refers to Memorandum of Understanding consisting ofpages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.			
WITNESS MY HAND SEAL THIS			
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