

# 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 11th REGULAR SESSION OF THE 12TH SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON OCTOBER 17, 2022.

### Present:

HON. LORENZO S. ALCANTARA - Municipal Vice Mayor 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. ROMEO G. LIGAN - SB Member HON. JELITO R. PEÑONAL - SB Member HON. JESSIE NIEL C. PAULO - ABC President HON. JEZIEL R. DAGUPAN - SKF President HON. ROMEO D. PARILA - IPMR

#### Absent:

HON, RHOLLY A. LABANG

- SB Member - On Sick Leave

#### **RESOLUTION NO. 078-2022**

AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLOR S. CERILLES, RMT, MAGD, TO ENTER INTO A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD-IX) REPRESENTED BY ITS REGIONAL DIRECTOR RIDUAN P. HADJIMUDDIN, CESO IV, FOR THE IMPLEMENTATION OF LIVELIHOOD ASSISTANCE GRANT 2 (LAG) IN THE MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR.

WHEREAS, presented for consideration and appropriate action is the request of the Municipal Social Welfare and Development Officer to authorize the Local Chief Executive to enter into a Memorandum of Agreement (MOA) by and between the Department of Social Welfare and Development (DSWD-IX) represented by its Regional Director Riduan P. Hadjimuddin, CESO IV, for the implementation of Livelihood Assistance Grant 2 (LAG) in the Municipality of Dumalinao, Zamboanga del Sur;

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 Livelihood Assistance Grant 2 (LAG) provides livelihood assistance to eligible families in the informal sector to help them recover or rehabilitate their livelihood which were affected by the implementation of community quarantine;

WHEREAS, the august body finds it necessary to implement the said project to provide basic services and programs to the people;

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.HERMES B. CABALES, the body resolved, as it hereby resolves to authorize the Local Chief Executive, Honorable Mayor Junaflor S. Cerilles, RMT, MAGD, to enter into a Memorandum of Agreement (MOA) by and between the Department of Social Welfare and Development (DSWD-IX) represented by its Regional Director Riduan P. Hadjimuddin, CESO IV, for the implementation of Livelihood Assistance Grant 2 (LAG) 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 17th day of OCTOBER 2022, at Dumalinao, Zamboanga del Sur.

I HEREBY CERTIFY to the correctness of the foregoing resolution.

ATTY. MAYUS RYAN D

SB Secretary

Attested and approved by:

Vice Mayor - Presiding Officer



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#### THE MUNICIPAL SOCIAL WELFARE AND DEVELOPMENT OFFICE OF

October 11, 2022

HON. LORENZO S. ALCANTARA MUNICIPAL VICE-MAYOR DUMALINAO, ZAMBOANGA DEL SUR

Dear Hon. Alcantara,

Greetings of peace and prosperity.

The Local Government Unit of Dumalinao is one of the recepient Municipalities for the Livelihood Assistance Grant 2 (LAG). Livelihood Assistance Grant (LAG) is one of the programs of Department of Social Welfare and Development that provides livelihood assistance to eligible families in the informal sector to help them recover or rehabilitate their livelihood which were affected by the implementation of the community quarantine.

In connection with this, the undersign would like to request for a Sangguniang Bayan Resolution allowing the Municipal Mayor to enter into Specific Implementation Agreement as this one of the requirements for the release of the grants.

We are hoping for a favorable respond on this matter. Thank you and more power.

Sincerely Yours,

### SPECIFIC IMPLEMENTATION AGREEMENT

Compliant to RA 7160 or the Local Government Code that provides for the consultation and coordination with the Local Government Units (LGUs) on any projects implemented by the National Government Agencies (NGAs) at the local level, a General Memorandum of Agreement (General MOA) is signed by the Department of Social Welfare and Development Field Office IX and the Local Government Unit (LGU) of Dumalinao, Zamboanga del Sur on \_\_\_\_\_\_\_, 2022. By virtue of this General MOA, this Specific Implementation arrangement (SIA) is hereby executed for the implementation of DSWD's Sustainable Livelihood Program (DSWD-SLP) in the City/Municipality of Dumalinao, Province of Zamboanga del Sur following the policies and principles set forth by the DSWD Memorandum Circular No. 22 Series of 2019 entitled as Comprehensive Guidelines on the Implementation of the Sustainable Livelihood Program.

Under this Agreement, the DSWD FO IX and LGU Dumalinao agree to jointly execute the SLP in the identified areas and mutually carry-out the following collaborative activities and commitments for the purpose of the program:

- 1. Organization, preparation and capacity building of identified program participants;
- 2. Facilitation of documentary, administrative and logistical needs and other requisites to smoothly operate the program in the locality;
- 3. Provision of the necessary support interventions for local or community micro-enterprise generation and employment facilitation of the program participants;
- 4. Provision of direction and guidance to the local program coordinating body that will be created for the purpose of the program; and
- 5. Close monitoring of program operations to ensure sustainability of implemented projects in the localities.

#### **GENERAL COMMITMENT**

#### The DSWD FO IX shall:

- 1. Provide community mobilization fund or ensure availability of funds for the organization, social preparation and capacity building activities of identified program participants;
- 2. Provide necessary livelihood assistance to the identified eligible program participants;
- 3. Maintain an open communication and coordinated monitoring and reporting system of the program implementation with the LGU;
- 4. Provide overall guidance on the policies and standard implementation processes of the program; and
- 5. Adhere to the internal policies, rules and regulations of the LGU Dumalinao in implementing programs/projects in the locality.

#### The LGU Dumalinao shall:

1. Assign a Livelihood Worker as counterpart staff to assist the DSWD-SLP Field Project Development Officers (FPDOs) or project staff assigned in the project sites in all stages of program implementation;

Provide a modest working environment for the DSWD-SLP FPDO to include, among others, a conducive office space, table, chair and other necessary furniture and fixtures;

- 3. Provide other necessary administrative and logistical support in all stages of program implementation
- 4. Ensure the safety and security of DSWD-SLP FPDOs and other DSWD officers and staff who may be in the locality for the purpose of the program;
- 5. Create and enforce local ordinances that facilitates program implementation and mainstreaming of DSWD-SLP funded and implemented microenterprise / livelihood projects;
- 6. Encourage the People's Organization in the locality to actively participate in the implementation of the microenterprise projects;
- 7. Adhere to the policies, rules and regulations prescribed in the DSWD Memorandum Circular No. 22, Series of 2019 providing a Comprehensive Guidelines on the Implementation of Sustainable Livelihood Program in implementing all DSWD-SLP related project activities in the locality;
- 8. Ensure the commitment, support and enforcement of Barangay Resolutions of the concerned BLGUs that would facilitate the overall implementation of program activities.

### The LGU may also:

- Provide counterpart funds for the organization, social preparation, capacity building activities or livelihood assistance of the identified program participants;
- Create a Local Technical Working Group (LTWG) which shall serve as the technical coordinating and advisory body of the LGU in the course of program implementation;
- Ensure the attendance of the C/MIAC and other concerned staff/officers of the LGU during coordination / consultation meetings and other activities in the course of program implementation that may require respective presence or attendance;
- Allocate fund to support program related activities of the identified or organized program participants in the locality; and
- Provide venue for SLP assemblies, Provincial Project Review and Assessments (PPRA), capacity building activities and other program related activities whenever the DSWD has no available venue for such activities.

Hereunder are the specific roles and responsibilities of the respective agencies per stage of program implementation:

### Stage 1: Pre-Implementation

#### The DSWD FO IX shall:

- Conduct a general orientation on SLP policies and implementation processes to the LGU;
- Collect and analyze data in the locality as basis for project area prioritization and initial Sustainable Livelihood Analysis (SLA); and
- Confirm and coordinate with the LGU concerned officers/staff of the identified projects sites.

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### The LGU Dumalinao shall:

- Ensure availability of all concerned LGU staff and officers during SLP General Orientation and other entailing activities of program implementation that may require respective presence or attendance; and
- Make available the data/information that may be required by the DSWD-SLP FPDO for the project area identification and SLA; and
- Ensure the participation of the concerned LGU offices such as the Municipal Planning and Development Office (MPDO) and Enterprise/Livelihood Office in the data analysis of the SLP Field PDO for the area identification or confirmation of ranked barangays to be covered by the program;

### Stage 2: Social Preparation

#### The DSWD FO IX shall:

- Conduct the capacity building activities (CBA) to the identified program participants; and
- Lead in the project proposal preparation of the Program Participants.

#### The LGU Dumalinao shall:

- Assign resource person/s or LGU technical experts and ensure availability and technical assistance of the Local Technical Working Group (LTWG) and all other concerned LGU staff and officers in the capacity building, community or group organizing activities, project proposal preparation and other entailing social preparation activities conducted by the DSWD-SLP Field PDO; and
- Identify possible monetary or non-monetary counterpart that would support the livelihood projects, particularly those components that are not available in the livelihood support windows of DSWD-SLP.

## Stage 3: Resource Mobilization

#### The **DSWD FO IX** shall:

- Lead the conduct of the PPRA of project proposals prepared by the DSWD-SLP FPDO;
- Ensure that the accomplished Modality Application Form (MAF) of the program participants and the Mungkahing Proyekto are deliberated during the PPRA are compliant to the criteria set forth by the DSWD for the provision of SLP modality interventions:
- Facilitate approval and funding of project proposals affirmed as feasible and compliant to the DSWD modality intervention criteria, and release the corresponding grants as proposed;
- Monitor the release and grants utilization of the program participants.

#### The LGU Dumalinao shall:

- Assign resource person/s and ensure availability of LGU technical experts during the PPRA if needed;
- Assist the DSWD-SLP in ensuring the feasibility and sustainability of livelihood project proposals for funding and implementation in the locality;
- Initiate meeting, dialogues, forum with other stakeholders in the locality to encourage support and complementation of resources and livelihood development initiatives; and
- Identify possible monetary or non-monetary counterpart that would support program implementation particularly those program components that are not available in the livelihood support windows of DSWD-SLP.

### Stage 4: Project Implementation

#### The DSWD FO IX shall:

Implement funded project proposals as approved; and

 Closely monitor the project implementation activities of the program participants in accordance with DSWD's MC22, Series 2019: Comprehensive Guidelines on the Implementation of Sustainable Livelihood Program.

#### The LGU Dumalinao shall:

 Provide support, or facilitate processing of business permits or business registration of established microenterprises and employment requirements of the program participants; and

• Ensure the on-time provision of the required administrative and logistical support to facilitate program implementation.

### Stage 5: Program Participant Mainstreaming

#### The **DSWD FOIX** shall:

- Ensure the provision of enhanced capacity building activities of the program participants to sustain business operations or until established microenterprises have scaled-up and become self-governing; or facilitated employments have permanently sustained;
- Facilitate access of organized program participants or established microenterprises to external resources augmentation;
- Conduct spot-checks of implemented projects or field validation of reports submitted by the DSWD-SLP Monitoring PDOs (MPDO);
- Ensure that matters reported to DSWD's Grievance Redress System are acted upon with appropriate recommendation; and
- Assess and recommend rehabilitation of implemented projects that were damaged by any unforeseen natural or man-made calamity/disaster.

#### The LGU Dumalinao shall:

- Identify possible monetary or non-monetary counterpart for the rehabilitation of implemented projects that may be damaged by any unforeseen natural or man-made calamity/disaster;
- Ensure that minor reported grievances relative to the program implementation in the localities are acted upon, or resolved at the level of the LGU, unless otherwise, there is a need to elevate the matter to the DSWD's Grievance Redress Unit: and
- Ensure the assistance of the C/MSWDO in the conduct of case conference and provide appropriate support for the rehabilitation of failing / failed projects.

### Implementation Process for Individual Referrals and Walk-in Clients

### The DSWD FO IX shall:

- Validate legitimacy and assess eligibility of referred and walk-in individuals seeking sustainable livelihood intervention from the DSWD;
- Ensure that provision of SLP modality intervention to validated eligible referred or walk-in individuals have undergone the complete social preparation process of the Program; and
- Keep LGU Dumalinao updated of all or any reports and documentation pertaining to the status of referred / walk-In individual coming from its city/municipal jurisdiction areas.

Ensure the assistance of the C/MSWDO to the DSVVD-SLP FPDO in the identity and eligibility validation of the referred / walk-in individual seeking sustainable livelihood intervention from the DSWD; and

 Co-implement or ensure the assistance of the LGU Livelihood Worker to the DSWD-SLP FPDO in the actual implementation of the approved and funded project proposals for the referred / walk-in individuals, and other entailing program implementation and monitoring activities to be conducted in the localities.

#### **EFFECTIVITY and APPROVAL**

This SIA for the implementation of SLP in the city/municipality of Dumalinao, Zamboanga del Sur shall take effect immediately upon signing as jointly agreed and approved by the DSWD FO IX and LGU Dumalinao, and shall remain valid and effective for three (3) years subject to an annual review, with schedule to be agreed upon by both parties.

This agreement supersedes any prior written or verbal agreements between the parties with respect to the subject matter of this agreement.

In the event that any of the agreeing party wishes to terminate the agreement upon justifiable reasons, a written notice of termination shall be issued at least thirty (3) days prior to the termination date, subject to the concurrence of the other party, and provided that such termination will not prejudice the agreed and on-going program implementation.

Signed this day of 20 in	
DSWD FO IX LGU OF DUMALINAO, ZAMBOANGA DEL SUR	
RIDUAN P. HADJIMUDDIN, CESO IV Regional Director  JUNAFLOR S. CERILLES,RMT,MAGD Local Chief Executive	
Witnesses:	
ACKNOWLEDGEMENT	
REPUBLIC OF THE PHILIPPINES) City / Municipality of) SS	
BEFORE ME, Notary Public for, Philippines, personally appeared:	



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Name Identification Document Presented Date & Place Issued
All known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to that the same is their free and voluntary acts and deed and the free voluntary act and deed of the principal they represent. The said instrument refers to the Specific Implementation Agreement consisting of five () pages including this acknowledgement page and signed by the parties and witness on all pages.
WITNESS MY HAND AND SEAL on the date and place first above written.
NOTARY PUBLIC  Doc. No  Page No  Book No  Series of 20

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