



Republic of the Philippines
Province of Davao del Norte
Municipality of Braulio E. Dujali
-oOo-
BEFORE THE SANGGUNIANG BAYAN

EXCERPT FROM THE MINUTES OF THE FORTY FIRST (41ST) REGULAR SESSION OF THE SANGGUNIANG BAYAN OF BRAULIO E. DUJALI, DAVAO DEL NORTE AND HELD AT THE SANGGUNIANG BAYAN SESSION HALL ON OCTOBER 22, 2018.

PRESENT:

HON. DONNA MAE BALDONADO-BERNADAS, Ed.D.	- Vice Mayor & Presiding Officer
HON. GREGORIO S. FACULA, MDMG	- Sangguniang Bayan Member
HON. MELFAR C. AGUILUZ	- Sangguniang Bayan Member
HON. ATTY. YASMIN V. CAMPION, REA, REB	- Sangguniang Bayan Member
HON. ADHEM F. FUNA	- Sangguniang Bayan Member
HON. RICKY T. DELCO	- Sangguniang Bayan Member
HON. NELSON C. BAER, RA	- Sangguniang Bayan Member
HON. ANNA C. CAGULADA	- Sangguniang Bayan Member
HON. EDUARDO M. ZAPATA	- Sangguniang Bayan Member
HON. ANGELITO P. ORILLOSA	- ABC Pres./Ex-Officio Member
HON. FRANCISCO D. BUCADON	- IPMR/Ex-Officio Member
HON DEXTER G. MENDIO	- SKF Pres./Ex-Officio Member

ON OFFICIAL BUSINESS: NONE

ABSENT: NONE

RESOLUTION NO. 2018-167

Sponsor: Melfar C. Aguiluz

Co-Sponsors: Hon. Dexter G. Mendio, Hon. Eduardo M. Zapata, Hon. Atty. Yasmin V. Campion, REA, REB, Hon. Ricky T. Delco, Hon. Anna C. Cagulada, Hon. Gregorio S. Facula, MDMG, Hon. Angelito P. Orillosa, Hon. Nelson C. Baer, RA, Hon. Adhem F. Funa

AUTHORIZING ATTY. LEAH MARIE MORAL-ROMANO, MUNICIPAL MAYOR TO SIGN IN THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE MUNICIPALITY OF BRAULIO E. DUJALI AND THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT OFFICE REPRESENTED BY MERCEDITA P. JABAGAT, RSW, REGIONAL DIRECTOR OF FIELD OFFICE XI IN CONNECTION WITH THE DEVELOPMENT AND IMPLEMENTATION OF SOCIAL PROTECTION PROGRAM

WHEREAS, this council finds it necessary and appropriate to authorize the Local Chief Executive to sign in behalf of the Local Government Unit of Braulio E. Dujali for the implementation of the Social Protection Program since it is very beneficial to all Dujaliños;

WHEREAS, contents of the Memorandum of Agreement are stated as follows:

GENERAL MEMORANDUM OF AGREEMENT

Know all Men by These Presents:

This General Memorandum of Agreement, hereinafter referred to as the General MOA, is made and entered into this _____ day of _____ 2018, by and between;

The **Department of Social Welfare and Development**, a national agency of the Republic of the Philippines, with office address, D. Suazo St., Davao City herein represented by **MERCEDITA P. JABAGAT, RSW** in her capacity as Regional Director of Field Office XI, hereinafter referred as the **DSWD**;

AND

The **Municipality of Braulio E. Dujali**, Municipality of the Republic of the Philippines created under R.A. No. 8473 with principal address at the Municipal Ground, Braulio E. Dujali, Davao del Norte, herein represented by **HON. ATTY. LEAH MARIE M. ROMANO** in her capacity as Mayor and hereinafter referred to as the **MUNICIPALITY**;

WITNESSETH THAT

WHEREAS, DSWD, herein after referred to as the "Department", envisions a society where the poor, vulnerable and disadvantaged individuals, families, and communities are empowered for an improved quality of life, and takes protection of the poor and marginalized members of society as its main mission, hereinafter referred to as "Social Protection".

WHEREAS, in pursuit of this vision and to operationalize its Social Protection mission, the DSWD adopts a unified approach in ensuring convergence in implementation of the department's various strategies, programs, projects, and activities, otherwise known as "PPAs", to address the needs of the poor.

WHEREAS, under the Local Government Code, local government units are mandated to address the needs of its constituencies, and empower the people through direct participation in the affairs of government, by allowing them the widest possible space to decide on, initiate, implement, and innovate on development activities that address their identified needs;

WHEREAS, the Municipality of Braulio E. Dujali, a municipality in the Province of Davao del Norte recognizes its role in ensuring inclusive development, and commits to address the needs of the poor within its jurisdiction.

WHEREAS, DSWD and the Municipal LGU of Braulio E. Dujali is willing and able to partner with each other to deliver a package of services to address poverty, empower citizens, and promote inclusive growth, composed of some or all of the following; (i) Protective Services Program; (ii) Sustainable Livelihood Program; (iii) Kalahi-CIDSS and others; and agree to commit each other to such partnership through this MOA.

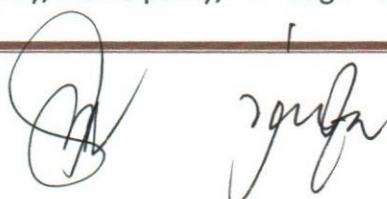
NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows;

Section 1: Purpose of the MOA

The purpose of this Memorandum of Agreement (MOA) is to establish a partnership between DSWD and the Municipal LGU of Braulio E. Dujali aimed at developing and implementing social protection programs that will address the needs of the poor, empower citizens, and promote inclusive growth in the Municipality.

Section 2: Objectives of the Partnership

The DSWD and the Municipality of Braulio E. Dujali agree to engage in partnership with the objective of reducing poverty in the City/Municipality, through the coordinated and



complementary implementation of social protection programs, projects, and activities supported by resources to be provided by both parties.

Section 3: Responsibilities of the Parties

Section 3.1 The DSWD shall;

1. Coordinate with the LGU on the introduction, development, implementation, monitoring, and assessment and evaluation of any and all DSWD PPAs to be undertaken in the Municipality.
2. Provide relevant data to the LGU in a timely manner, important for informed decision making by the LGU on the implementation of DSWD PPAs.
3. Establish and strengthen a counterpart Municipal Action Team, hereinafter referred to as the MAT that will serve as DSWD's main unit for coordination and support in the implementation of all DSWD PPAs in the Municipality.
4. Provide technical assistance to enable LGUs and/or communities to enhance their capacity for effective program implementation.
5. Work with the LGU in ensuring all DSWD PPAs in the Municipality are implemented in a participatory and transparent manner, in ways that build greater social accountability of government to citizens, while ensuring efficient and effective delivery of results.

Section 3.2 The Municipal LGU shall;

1. Coordinate with the DSWD on the various PPAs, both current and planned, being implemented in the Municipality that will support DSWD social protection PPAs.
2. Thru its Local Chief Executive, take a strong leadership role in ensuring the convergence of the programs of the LGU, DSWD and other NGAs to mobilize and focus support to the identified poor in order to raise the status of their well-being from the baseline of ____ survival families this year, ____, to self-sufficient _____ families by the end of 20__.
3. Provide relevant data to the DSWD in a timely manner, important for informed decision making by the DSWD on the implementation of its various PPAs in the Municipality.
4. Establish and strengthen a counterpart Municipal Action Committee, hereinafter referred to as the MAC, chaired by the Local Chief Executive, which will serve as the body to coordinate technical assistance, monitoring, and resolution of issues in the implementation of all DSWD PPAs in the Municipality.
5. Allocate or mobilize resources to support DSWD social protection PPAs to be implemented in the Municipality. This also includes the designation of a permanent focal person within the LGU for the various PPAs.
6. Strengthen the Local Social Welfare and Development Office of the LGU to be able to progressively absorb the adoption and implementation of relevant technologies and PPAs aimed at improving the delivery of basic services and reducing poverty especially among vulnerable sectors of the municipality.

7. Adopt measures to ensure the safety and security of DSWD personnel who may be assigned to work in the municipality.
8. Work with the DSWD in ensuring all DSWD PPAs in the Municipality are implemented in a participatory and transparent manner, in ways that build greater social accountability of government to citizens, while ensuring efficient and effective delivery of results.

Section 4: Implementation of Social Protection Programs

Any DSWD social protection program, project, or activity to implement the purpose and objective of this agreement and partnership with legally binding obligations, shall be established through the execution of **SPECIFIC IMPLEMENTATION AGREEMENTS** or **SIA**. Each SIA shall be authorized in writing by each party's authorized representative. Once executed, each SIA shall form part of this MOA, as annexes.

Programs, projects, and activities covered by specific SIAs under this agreement shall be subject to periodic reviews by both parties, focusing on (i) contributions of the PPAs to the achievement of the objective of poverty reduction; (ii) lessons and innovations in implementation, and; (iii) recommendations to enhance succeeding implementation.

Section 5: Voluntary Commitment

This Memorandum of Agreement is a voluntary commitment between the parties, and does not obligate the parties to engage solely with the other, nor restrict any activity of the each party to engage in partnership with other groups or agencies for the delivery and/or implementation of social protection interventions. No party shall have any right, power, or authority to create any obligation, express or implied, for and in behalf of the other party.

Section 6: Resources to be provided

Each party shall be responsible for allocating and managing resources to cover costs of PPAs to implement the purpose of this agreement, and to cover activities and matters related to the fulfilment of each party's responsibilities as stipulated under section 2 above.

Section 7: Grievance Redress System

A grievance redress system (GRS) shall be jointly established or strengthened by the LGU and the DSWD to provide a venue for stakeholders to raise their concerns or complaints on any aspect of implementation of the PPA or any of the staff (both LGU and DSWD) involved in implementation. Any of the available systems existing in the municipality may be used to capture grievances. These systems include the LGU's own system (e.g. Lupon ng Tagapamayapa structure), or the DSWD's Grievance Redress System in KALAHI CIDSS – NCDDP or Pantawid Pamilyang Pilipino Program. Details of operationalizing the GRS may be agreed upon with the LGU and incorporated in the Specific Implementation Agreement (SIA).

Section 7: Duration and Termination

This Agreement shall take effect upon signing by both parties, and shall be in effect while an SIA covering a DSWD social protection program is still in force, subject to yearly review by both parties. The agreement may be terminated by any party subject to a thirty (30) day written notice of termination.



Any amendment to this agreement shall be made in writing and must be concurred by BOTH PARTIES.

IN WITNESS THEREOF, the parties have set their hands on this Agreement this ____ day of _____ 2018.

FOR THE DSWD:

FOR THE MUNICIPALITY:

MERCEDITA P. JABAGAT, RSW
Regional Director

HON. ATTY. LEAH MARIE M. ROMANO
Municipal Mayor

WITNESSES

REBECCA A. SANTAMARIA, RSW
Assistant Regional Director for Operations

ANGELINA P. TACULIN, RSW
Municipal Social Welfare and Development Officer

ACKNOWLEDGEMENT

Republic of the Philippines
(City/ Municipality of _____)

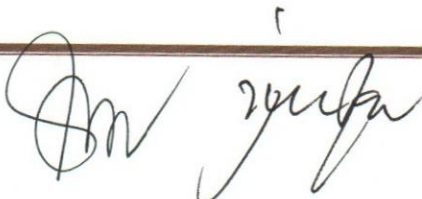
BEFORE ME, a Notary Public for and in above jurisdiction on this ____ day of _____ personally appeared:

NAME	CTC NO.	DATE	PLACE ISSUE
MERCEDITA P. JABAGAT, RSW	_____	_____	Davao City
ATTY. LEAH MARIE M. ROMANO	_____	_____	Braulio E. Dujali

Known to me to be the same person who executed the foregoing Memorandum of Agreement and acknowledgement that the same are her/his free and voluntary act and deed.

WITNESS MY HAND AND SEAL, on this ____ day of _____, 2018 at _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2018

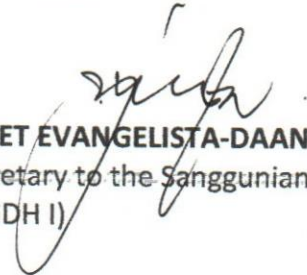


WHEREFORE, on motion of Hon. Melfar C. Aguiluz, duly seconded by all members, it is hereby;

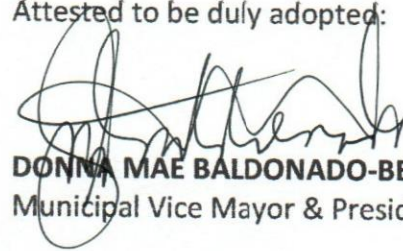
RESOLVED TO AUTHORIZE AS THIS BODY HEREBY AUTHORIZES ATTY. LEAH MARIE MORAL-ROMANO, MUNICIPAL MAYOR TO SIGN IN THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE MUNICIPALITY OF BRAULIO E. DUJALI AND THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT OFFICE REPRESENTED BY MERCEDITA P. JABAGAT, RSW, REGIONAL DIRECTOR OF FIELD OFFICE XI IN CONNECTION WITH THE DEVELOPMENT AND IMPLEMENTATION OF SOCIAL PROTECTION PROGRAM

CARRIED.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


JULIET EVANGELISTA-DAANTON
Secretary to the Sanggunian
(MGDH I)

Attested to be duly adopted:


DONNA MAE BALDONADO-BERNADAS, Ed.D.
Municipal Vice Mayor & Presiding Officer