



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE SB SESSION HALL, TIGBAUAN MUNICIPAL BUILDING, TIGBAUAN, ILOILO ON JULY 22, 2013 AT 1:35 IN THE AFTERNOON

PRESENT:

HON. ROEL T. JARINA,	Vice Mayor & Presiding Officer
HON. JOSE DONEL T. TRASPORTO,	S.B. Member & Temp. Pres. Officer
HON. RENEE LIBRODO-VALENCIA	S.B. Member
HON. VIRGILIO T. TERUEL,	S.B. Member
HON. MARLON R. TERUÑEZ,	S.B. Member
HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO,	S.B. Member
HON. SUZETTE MARIE HILADO-BANNO,	S.B. Member
HON. RICKY T. NULADA	S.B. Member
HON. ARIEL I. BERNARDO,	S.B. Member
HON. RONNIE T. PAGUNTALAN,	Liga President
HON. NYSSA NICHOLA T. CALLOSA,	SKMF President

ABSENT: N O N E

Resolution No. 2013-039

RESOLUTION AUTHORIZING MAYOR SUZETTE TENEFRANCIA-ALQUISADA TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF TIGBAUAN WITH JOHN B. LACSON MARITIME UNIVERSITY-AREVALO, INC. AND DEP-ED ILOILO DIVISION FOR THE IMPLEMENTATION OF BUSOG, LUSOG, TALINO (BLT) FEEDING PROGRAM.

WHEREAS, the Area Implementing Partner envisions that every Filipino is able to access basic community services and live a life defined by dignity, purpose and active participation in nation-building;

WHEREAS, the Area Implementing Partner aims to contribute to the mitigation of hunger which attributes to cause low school attendance and high drop-out rates among Kinder 1, Grade 1, 2 and 3 pupils in public elementary schools, through Jollibee Foundation's in-school feeding initiative dubbed as "**Busog, Lusog, Talino**" Program (the "Program");

WHEREAS, the Area Implementing Partner, Tigbauan, Iloilo – LGU, and DepEd-Iloilo recognize the need to improve the nutritional status of undernourished public elementary pupils for them to have better chances of continuing their education;

WHEREAS, the parties seek to cooperate to undertake the implementation of the Program for the period August 1, 2013 to May 31, 2016;

WHEREAS, in consideration of the foregoing premises and of mutual covenants herein set forth, the parties agree as follows:

1. The Program

This Agreement outlines the details of the Program to be implemented between **AREA IMPLEMENTING PARTNER, TIGBAUAN, ILOILO- LGU, AND DepED-ILOILO.**

A comprehensive feeding and parents' education program shall be implemented for 136 school days per school year in (2) public elementary schools in Tigbauan, Iloilo for the benefit of pupils in Kinder, first, second, and third grades - the total of which should not be less than 15 and not to exceed 40 pupils per school.

2. Program Duration

The Program duration shall be for three (3) years beginning **August 1, 2013 to May 31, 2016**; (Annex A outlines the annual timetable of the Program.)

3. Program Financing

3.1 The total program cost for the first year of the effectivity of this Agreement is One Hundred Nineteen Thousand Six Hundred Eighty Pesos (P119,680.00). Of this amount, the **AREA IMPLEMENTING PARTNER** shall provide a total of Eighty Nine Thousand Seven Hundred Sixty Pesos (P89,760.00). The amount of Twenty Nine Thousand Nine Hundred Twenty (P29, 920.00) will be provided by **LGU - TIGBAUAN, ILOILO** in the form of cash or non-cash support.

3.2 The amount of Eighty Nine Thousand Seven Hundred Sixty Pesos (P89,760.00) shall be provided by the **AREA IMPLEMENTING PARTNER** to **LGU- TIGBAUAN, ILOILO** based on the following schedule of payments:

1 st release (On or before 1st week of August)	40% of the Eighty Eighty Nine Thousand Seven Hundred Sixty Pesos (P89,760.00)	<ul style="list-style-type: none"> ➤ Upon submission of the: ➤ Final Master list of BLT Pupils ➤ School Affidavit of Undertaking ➤ Certificate of Physical /Medical Exam and De-worming
2 nd release (On or before 1 st week of November)	30% of the Eighty Nine Thousand Seven Hundred Sixty Pesos (P89,760.00)	<ul style="list-style-type: none"> ➤ Upon completion of 25 feeding days and submission of the: ➤ Certificate of Completion of 25 Feeding Days
3 rd release (On or before 2 nd week of January)	Remaining balance based on actual number of schools and pupils but not to exceed the Eighty Nine Thousand Seven Hundred Sixty Pesos (P89,760.00) AREA IMPLEMENTING PARTNER funding)	<ul style="list-style-type: none"> ➤ Upon completion of 45 feeding days and submission of the: ➤ Certificate of Completion of 45 Feeding Days ➤ Deed of Acceptance ➤ Resource Mobilization Plan ➤ BLT Report Card: Summary of BLT Achievements (Mid-year) ➤ Financial Report Summary (Mid-year)

3.3 Total program cost for the succeeding years will be determined by the total number of BLT pupils per year; provided, however, that this should not exceed 40 pupils per school.

3.4 The **AREA IMPLEMENTING PARTNER**, and **LGU- TIGBAUAN, ILOILO, and DepED- ILOILO** shall execute a Letter of Agreement on the succeeding years until May 31, 2016 to indicate their concurrence on the annual budget.

4. Functions and Responsibilities

4.1 The **AREA IMPLEMENTING PARTNER** shall:

- 4.1.1 Approve final roster of BLT schools;
- 4.1.2 Provide financial support to the program and oversee the release of funds to **LGU- TIGBAUAN, ILOILO** for the effective implementation of the Program.
- 4.1.3 Provide technical support and information materials to LGU-TIGBAUAN, ILOILO and **DepED- ILOILO** and the participating schools in the management of the Program.
- 4.1.4 Conduct capacity-building interventions for the **LGU- TIGBAUAN, ILOILO and, DepED- ILOILO** in support of their program management functions.
- 4.1.5 Mobilize other agencies and resource organizations that would be needed to ensure the achievement of the objectives of the Program.

4.2 **LGU- TIGBAUAN, ILOILO** shall:

- 4.2.1 Be financially accountable to the **AREA IMPLEMENTING PARTNER** for the funds to be provided to cover the cost of the feeding program. For this purpose, the LGU- TIGBAUAN, ILOILO shall:
 - a. Maintain a separate book of accounts for the program that is checked and verified by the accountant.

- b. Provide the **AREA IMPLEMENTING PARTNER** with an Official Receipt (OR) upon receipt of the funds and ensure that the **AREA IMPLEMENTING PARTNER** receives such OR within five (5) working days. Failure to submit the OR will suspend the release of the next payment.
- 4.2.2 Contribute cash or non-cash support to the program in the form of technical assistance in the conduct of program implementation monitoring and evaluation.
- 4.2.3 Assign qualified personnel to regularly monitor schools.
- 4.2.4 Oversee the implementation of the feeding cycle activities which include the following:
 - a. Selection of program sites and partners
 - b. Orientation of partners
 - c. Selection of schools and pupils
 - d. School orientation
 - e. De-worming and physical check-up of pupils
 - f. Daily lunch feeding
 - g. Conduct of parent seminars
 - h. Monthly weighing of pupils
 - i. Program monitoring and evaluation
- 4.2.5 Consolidate pre-feeding, midyear and year-end requirements and reports of schools for submission to the **AREA IMPLEMENTING PARTNER**.
- 4.2.6 Lead in the development and implementation of program sustainability strategies such as, but not limited to, LGU advocacy, business sector partnerships and community fundraising.

4.3 DepED- ILOILO shall:

- 4.3.1 Assist **LGU- TIGBAUAN, ILOILO** in overseeing the implementation of the feeding cycle activities.
- 4.3.2 Assign qualified personnel to monitor the schools.
- 4.3.3 Conduct spot checking of schools' financial records.
- 4.3.4 Assist **LGU- TIGBAUAN, ILOILO** in consolidating pre-feeding, midyear and year-end requirements and reports of schools for submission to the **AREA IMPLEMENTING PARTNER and JOLLIBEE GROUP FOUNDATION**.
- 4.3.5 Assist the schools in doing resource mobilization for BLT sustainability.
- 4.3.6 Share the program learnings to other Divisions and schools and explore possible replication.
- 4.3.7 **Acknowledge JOHN B. LACSON FOUNDATION MARITIME UNIVERSITY-AREVALO as the BLT AREA IMPLEMENTING PARTNER (AIP) and JOLLIBEE FOUNDATION as the main donor and partner in the Program.**

5. **No Employer-Employee Relationship**

In no way shall the **AREA IMPLEMENTING PARTNER** be construed as the employer of the employees of the **LGU- TIGBAUAN, ILOILO, DepED- ILOILO** or of any of the participants of the Program, such employees and participants being under the sole control and supervision of **LGU- TIGBAUAN, ILOILO, DepED-ILOILO** for the entire duration of their participation in the Program.

6. **Indemnity**

LGU- TIGBAUAN, ILOILO and DepED- ILOILO shall hold the **FOUNDATION** free and harmless from, and shall fully indemnify the **AREA IMPLEMENTING PARTNER** against, any and all claims, damages, liabilities and costs (including legal fees) arising from or in connection with:

- 6.1 Claims by any participant, employee or representative of the **LGU-TIGBAUAN, ILOILO and DepED- ILOILO** based on an assertion of the existence of an employee-employer relationship between such party and the **FOUNDATION**.
- 6.2 Claims arising out of physical injury, disability, loss, damage, or death sustained or suffered or caused by any employee or representative of the **LGU- TIGBAUAN-ILOILO and DepED - ILOILO**.
- 6.3 Claims arising out of physical injury, disability, loss, damage, or death sustained or suffered or caused by any participant or beneficiary of the Program;
- 6.4 Claims arising out of physical injury, disability, loss, damage, or death sustained or suffered or caused by any third party other than in connection with the fault or gross negligence of the **AIP** and the **FOUNDATION**.

7. Guidelines on the use of AREA IMPLEMENTING PARTNER and Program Logos

LGU- TIGBAUAN, ILOILO and DepED- ILOILO may not use the logos on any material, product or medium unless with the prior written consent of the **FOUNDATION**. The material, product or medium should be sent to the **FOUNDATION** for approval before production and release. If the **AREA IMPLEMENTING PARTNER** allows the use of the logo and/or the Program, the **LGU- TIGBAUAN-ILOILO and DepED- ILOILO** must acknowledge that the logos are owned by the **AREA IMPLEMENTING PARTNER**.

8. Amendment

This agreement may be amended and modified from time to time, in writing, signed, sealed and acknowledged by the parties which amendments and modifications shall then be attached to the original of this instrument.

9. Termination

This agreement may be terminated by either party prior to the expiration thereof, in whole or in part, if both parties agree that the continuation of the Program would not produce beneficial results.

Both parties shall agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

NOW, THEREFORE, on Motion of VICE MAYOR ROEL T. JARINA, Chairman, Committee on Health & Sanitation and duly seconded by Hon. Renee Librodo-Valencia, Hon. Marlon Teruñez, Hon. Ma. Gerrylin Santuyo-Camposagrado, Hon. Suzette Marie Hilado-Banno, Hon. Ricky Nulada, Hon. Ariel Bernardo, Hon. Ronnie Paguntalan and Hon. Nyssa Nichola Callosa,

RESOLVED, to authorize Mayor Suzette Tenefrancia-Alquisada To Enter Into A Memorandum Of Agreement (MOA) On Behalf Of The Local Government Unit Of Tigbauan With John B. Lacson Maritime University-Arevalo, Inc. And Dep-Ed Iloilo Division For The Implementation Of Busog, Lusog, Talino (BLT) Feeding Program,

RESOLVED FURTHER, to furnish copies of this Resolution to John B. Lacson Maritime University-Arevalo, Inc., to Dep-Ed Iloilo Division, to Mayor Suzette Tenefrancia-Alquisada and to all concerned for their information and appropriate action.

APPROVED.

I HEREBY CERTIFY to the correctness of the foregoing approved Resolution of the Sangguniang Bayan.

MARLENE TAYO-NAVA
S.B. Secretary

ATTESTED:

JOSE DONEL T. TRASPORTO
S.B. Member & Temporary Presiding Officer

HON. ROEL T. JARINA, M.D.
Municipal Vice Mayor

Sangguniang Bayan Members:

HON. JOSE DONEL T. TRASPORTO
HON. RENEE L. VALENCIA
HON. VIRGILIO T. TERUEL
HON. MARLON R. TERUÑEZ, Ph.D.

HON. MA. GERRYLIN S. CAMPOSAGRADO
HON. SUZETTE MARIE H. BANNO
HON. RICKY T. NULADA
HON. ARIEL I. BERNARDO

HON. RONNIE PAGUNTALAN
HON. NYSSA NICHOLA CALLOSA (SKMF-Pres)

“Public office is a public trust. Public Officials must at all times be accountable to the people.”

