



EXCERPT FROM THE MINUTES OF THE **43rd REGULAR SESSION** OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING, TIGBAUAN, ILOILO ON NOVEMBER 5, 2014 AT 1:40 IN THE AFTERNOON

PRESENT:

HON. ROEL T. JARINA,	- Vice Mayor & Presiding Officer
HON. JOSE DONEL T. TRASPORTO,	- S.B. Member
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

ABSENT: NONE

Resolution No. 2014 - 137

RESOLUTION AUTHORIZING MAYOR SUZETTE TENEFRENCIA-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 DEPED-ILOILO DIVISION FOR THE CONTINUATION 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, to 6 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, LGU-Partner, and DepEd-Partner 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 120 school days per school year in (2) public elementary schools in Tigbauan, Iloilo for the benefit of pupils in Kinder, first to six grade 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 **June 1, 2013 to May 31, 2016;***

3. Program Financing

3.1 The total program cost for this year's effectivity of this Agreement is **Ninety Thousand Seven Hundred Twenty Pesos (P90,720.00)**. Of this amount, the **AREA IMPLEMENTING PARTNER** shall provide a total of **Forty Five Thousand Three Hundred Sixty Pesos (P45,360.00)**. The amount of **Forty Five Thousand Three Hundred Sixty Pesos (45,360.00)** will be provided by **LGU-PARTNER** in the form of cash or non-cash support.

3.2 The amount of **Forty Five Thousand Three Hundred Sixty Pesos (P45,360.00)** shall be provided by the **AREA IMPLEMENTING PARTNER** to **LGU- TIGBAUAN, ILOILO** based on the following schedule of payments:

1 st release	30% of Forty Five Thousand Three Hundred Sixty Pesos (P45,360.00)	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	30% of Forty Five Thousand Three Hundred Sixty Pesos (P45,360.00)	Upon completion of 30 feeding days and submission of the: ➤ Certificate of Completion of 30 Feeding Days
3 rd release	30% of Forty Five Thousand Three Hundred Sixty Pesos (P45,360.00)	Upon completion of at least 60 feeding days and submission of the: ➤ Certificate of Completion of 60 Feeding Days ➤ Deed of Acceptance ➤ BLT Report Card: Summary of BLT Achievements (Mid-year) ➤ Financial Report Summary (Mid-year)
4 th release	Remaining balance based (10%) of the Forty Five Thousand Three Hundred Sixty Pesos (P45,360.00)	Upon completion of 100 feeding days and submission of the: ➤ Certificate of Completion of 100 Feeding Days ➤ Resource Mobilization Plan

3.3Total 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- PARTNER**, and **DEPED-PARTNER** shall execute a Letter of Agreement on the succeeding years until May 31, 2017 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** for the effective implementation of the Program.
- 4.1.3 Provide technical support and information materials to **LGU-TIGBAUAN** and **DEPED-ILOILO** and the participating schools in the management of the Program.
- 4.1.4 Conduct capacity-building interventions for the **LGU-TIGBAUAN 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 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** shall:
 - a. Maintain a separate book of accounts for the program that is checked and verified by the accountant.
- 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 fund-raising.

4.3 DEPED PARTNER shall:

- 4.3.1 Assist **LGU-PARTNER** 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-PARTNER** 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 learning 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 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-PARTNER, DEPED-PARTNER** or of any of the participants of the Program, such employees and participants being under the sole control and supervision of **LGU-PARTNER, DEPED-PARTNER** for the entire duration of their participation in the Program.

6. Indemnity

LGU-PARTNER and DEPED-PARTNER shall hold the **FOUNDATION and the AREA IMPLEMENTING PARTNER** free and harmless from, and shall fully indemnify them 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-PARTNER and DEPED PARTNER** based on an assertion of the existence of an employee-employer relationship between such party and the **FOUNDATION and the AREA IMPLEMENTING PARTNER (AIP)**.
- 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- PARTNER and DEPED-**

- 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. **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.

8. **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 HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO, *Chairperson, Committee on Education, Women & Family, Social Services and Senior Citizens* and duly seconded by Hon. Virgilio Teruel, Hon. Marlon Teruñez, Hon. Suzette Marie Hilado-Banno, Hon. Ricky Nulada, Hon. Ariel Bernardo and Hon. Ronnie T. Paguntalan

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 DEPED-Iloilo Division For The Continuation Of Busog, Lusog, Talino (BLT) Feeding Program,

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

APPROVED.

CERTIFIED CORRECT:

MARLENE TAYO-NAVA
S.B. Secretary

ATTESTED:

ROEL T. JARINA
Vice Mayor & Presiding Officer

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

Sangguniang Bayan Members:

Hon. Jose Donel T. Trasporto, Lawyer
Hon. Renee Librodo- Valencia, CPA,MBMM
Hon. Virgilio T. Teruel, Lawyer

Hon. Marlon R. Teruñez, Ph.D.
Hon. Ma. Gerrylin Santuyo- Camposagrado
Hon. Suzette Marie Hilado-Banno, M.D.

Hon. Ricky T. Nulada
Hon. Ariel I. Bernardo
Hon. Ronnie Paguntalan (LnB-Pres.)

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

