

EXCERPT FROM THE MINUTES OF THE 23rd REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON JUNE 05, 2024 AT 11:00 O'CLOCK IN THE MORNING

PRESENT:

- | | |
|--------------------------------|---------------------------------------|
| HON. LUGEN T. ORTILANO, | - Vice Mayor & Presiding Officer |
| HON. JOEL L. SAYSON | - SB Member & Temp. Presiding Officer |
| HON. ADRIAN S. CAMPOSAGRADO | - SB Member |
| HON. NERI T. CAMIÑA | - SB Member |
| HON. REYNALDO E. TUMABOTABO | - SB Member |
| HON. JULIUS T. LEDESMA | - SB Member |
| HON. NORBERTO T. TURALBA | - SB Member |
| HON. JERRY T. TUARES | - SB Member |
| HON. ANA ROWENA A. PERERA | - SB Member |
| HON. GAYLORD T. TRASPORTO | - Liga President |
| HON. FLORENCE JOY V. CABALONGA | - SKMF President |

ABSENT: NONE

Resolution No. 2024-084

RESOLUTION GRANTING AUTHORITY TO ATTY. VIRGILIO T. TERUEL, MUNICIPAL MAYOR, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN, TO SIGN AND ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE EARLY CHILDHOOD CARE AND DEVELOPMENT COUNCIL (ECCDC), REPRESENTED BY ITS OIC-VICE CHAIRPERSON & EXECUTIVE DIRECTOR, MR. ROMMEL I. ISIP, FOR THE ESTABLISHMENT AND OPERATION OF A NATIONAL CHILD DEVELOPMENT CENTER (NCDC)

WHEREAS, in a letter dated June 3, 2024, the Local Chief Executive requested this Sangguniang Bayan for the URGENT passing of a *“Resolution Granting Authority To Atty. Virgilio T. Teruel, Municipal Mayor, For And In Behalf Of The Municipality Of Tigbauan, To Sign And Enter Into A Memorandum Of Agreement (MOA) With The Early Childhood Care And Development Council (ECCDC), Represented By Its OIC-Vice Chairperson & Executive Director, Mr. Rommel I. Isip, For The Establishment And Operation Of A National Child Development Center (NCDC)”*;

WHEREAS, the said Memorandum of Agreement shall be made and entered into by, and between the following parties:

- The **EARLY CHILDHOOD CARE AND DEVELOPMENT (ECCD) COUNCIL**, a National Government Agency duly organized and existing under the laws of the Philippines with office address at the 4th Floor, Belvedere Tower, 15 San Miguel Avenue, Ortigas Center, Pasig City, represented by its OIC-Vice-Chairperson & Executive Director, **MR. ROMMEL J. ISIP**, hereinafter referred to as “ECCD COUNCIL”; and
- The **MUNICIPALITY OF TIGBAUAN, PROVINCE OF ILOILO**, a Local Government Unit (LGU) duly organized and existing under the laws of the Philippines with office address at Tejero Street, Barangay 9 Poblacion, Tigbauan, Iloilo, represented by **ATTY. VIRGILIO T. TERUEL**, Municipal Mayor, hereinafter referred to as the “LGU”

WHEREAS, the ECCD Council is duly mandated in accordance with Republic Act 10410 (Early Years Act) to institutionalize a National System for Early Childhood Care and Development (ECCD) that is comprehensive, integrative and sustainable that will involve multi-sectoral and interagency collaboration at the national and local levels among government, among service providers, families and communities, and among the public and private sectors, non-government organizations, professional organizations and academic institutions;

WHEREAS, as provided for in the *Early Years Act*, the ECCD Council is mandated to establish National Child Development Centers (NCDC's) and convert selected existing Day Care Centers into Child Development Centers (CDC);

WHEREAS, the NCDC is a resource facility that shall serve as laboratory of the different modes of delivery of center-based and/or home-based ECCD programs that refer to the full range of health, nutrition, early education and social services development programs that provide for the basic holistic needs of young children from age zero (0) to four (4) years; and to promote their optimum growth and development;

WHEREAS, in pursuance of the above mandate, the ECCD Council aims to further enhance the provision of quality home-based and center-based ECCD programs by establishing National Child Development Centers in partnership with local government units (LGUs);

WHEREAS, in view of the foregoing, the parties hereby agree on the following terms and conditions:

ARTICLE 1

GENERAL PRINCIPLES, SCOPE AND COVERAGE

- 1.1 The term "Main Project" refers to the construction of NCDC to be located at Tigbauan Central Elementary School, Barangay 9 Poblacion within the Municipality of Tigbauan, Province of Iloilo with an estimated project cost of TWO MILLION NINE HUNDRED THOUSAND PESOS (PHP2,900,000.00), to be funded by the ECCD Council;
- 1.2 The term "Supplemental Project" may refer to 1) site preparation and development (including demolition of existing structure, if any); 2) construction of perimeter fence; and 3) provision of outdoor playground facilities for the NCDC as counterpart obligation by the LGU;
- 1.3 The parties shall at all times take all necessary action to cooperate with each other, perform their respective duties and responsibilities using generally accepted professional and technical standards to achieve the objectives of this MOA;
- 1.4 The Main Project shall be implemented strictly based on the following standard documents to be provided by the ECCD Council: a). Plans/Drawings b). Technical specifications c). Program of Works (POW) and d). Bill of Quantities (BOQ);
- 1.5 Funding for the Main Project will be available upon receipt by ECCD Council of the corresponding Special Allotment Release Order (SARO) and Notice of Cash Allocation (NCA) from the Department of Budget and Management (DBM) and shall be released to the LGU upon submission of required documents;
- 1.6 Procurement activities for the Main Project shall be in accordance with the provisions of Republic Act. No. 9184 otherwise known as the "Government Procurement Reform Act", its Revised Implementing Rules and Regulations and applicable issuances of the Government Procurement Policy Board; and
- 1.7 Main Project shall be implemented (procurement to completion) by the LGU within two hundred fifty (250) calendar days to be reckoned from receipt of fund transfer. Project extensions and/or suspensions whenever necessary upon LGU's submission of justification documents.

ARTICLE 2

FINANCING AGREEMENT

- 2.1 The Main Project shall be financed by the ECCD Council. Any additional budgetary requirements (if any) beyond the budgetary allocation of the ECCDC for the Approved Budget for the Contract (ABC) of the main project as well as the Supplemental Project shall be financed by the LGU as its counterpart obligation;
- 2.2 The LGU shall provide a regular or designated Child Development Teacher (CDT) who will manage the operation of the NCDC;
- 2.3 The LGU shall maintain a separate subsidiary ledger specific for the ECCD Council Main Project where receipts, transfers and expenditures shall be recorded; and
- 2.4 The funding for the Main Project shall be released by the ECCD Council in accordance with the following condition:
 - 2.4.1 First TRANCHE- Upon execution of the MOA and the approved POW, the ECCDC shall release the amount of TWO MILLION FIVE HUNDRED THOUSAND PESOS (PHP2,500,000.00) for the Main Project.
 - 2.4.2 Second TRANCHE- Second Tranche comprising of the remaining amount based on the Contract Amount [maximum of Four Hundred Thousand Pesos (PHP 400,000.00)] upon submission of copy of Notice of Award, Contract Agreement and Notice to Proceed of the Main Project.

ARTICLE 3

WORKING ARRANGEMENTS AND PROCEDURES

For the efficient and successful implementation of the MOA, the PARTIES agree to undertake the following:

- 3.1 **DUTIES AND RESPONSIBILITIES OF ECCD COUNCIL. The ECCD Council shall:**
 - 3.1.1 Obligate the allotment and release the funds to the LGU for the Main Project upon submission of required documents;
 - 3.1.2 Provide the LGU with the standard plans/drawings, technical specifications, standard POW and BOQ;
 - 3.1.3 Review and concur the Revised BOQ and POW submitted by the LGU using the local cost of labor and materials;
 - 3.1.4 Monitor the implementation of the Project to ensure compliance with the plans/drawings, technical specifications and POW;

- 3.1.5 *Review and evaluate Report of Fund Disbursements and completion reports submitted by the LGU and inform the latter in writing of any adverse finding;*
- 3.1.6 *Review, evaluate and approve any submitted time extension, suspension orders, variation orders and change orders by the LGU*
- 3.1.7 *Concur in the Certificate of Completion prior to final payment;*
- 3.1.8 *Provide stainless steel ECCDC/NCDC signage and contents of the NCDC such as furniture and fixtures, equipment and learning materials and provide interior Layout thereof;*
- 3.1.9 *Provide the CDT with proper training and technical assistance to help ensure the successful operation of the NCDC; and*
- 3.1.10 *Issue Official Receipt or acknowledge the unexpended balance and refunded disallowance remitted by the LGU.*

3.2 DUTIES AND RESPONSIBILITIES OF THE LGU. The LGU shall:

- 3.2.1 *Provide a Main Project site with a minimum lot area of Two Hundred Fifty (250) square meters with any of the following proofs of ownership:*
 - i. *Original Certificate of Title/Transfer Certificate of Title;*
 - ii. *Deed of Donation/Deed of Usufruct; and*
 - iii. *Tax Declaration in the name of the LGU.*
- 3.2.2 *Submit the Revised POW to ECCD Council for concurrence prior to the release of funding support;*
- 3.2.3 *Ensure that the Main Project is undertaken in accordance with the ECCD Council's NCDC Standard plans/drawings, technical specifications, bill of quantities, program of works and applicable revisions if any, and completion period specified in the contract documents;*
- 3.2.4 *Receive the funds for the Main Project from the ECCD Council. The LGU Treasurer shall issue OR in favor of the ECCD Council and deposit the funds in a trust account with a government authorized depository bank;*
- 3.2.5 *Undertake the procurement of the Main Project in accordance with Republic Act 9184 otherwise known as the "Government Procurement Reform Act", its Revised Implementing Rules and Regulations and applicable issuances of the Government Procurement Policy Board;*
- 3.2.6 *Provide and prioritize the budgetary allocation for the counterpart funding and to complete the Supplemental Project;*
- 3.2.7 *Allow unhampered monitoring of the Main and Supplemental Projects by ECCD Council and comply with any request for correction of any adverse finding during the inspection;*
- 3.2.8 *At substantial completion of the construction works, the LGU shall conduct joint punch listing and final inspection with a technical representative from the ECCD Council;*
- 3.2.9 *The LGU must submit pertinent justification documents to substantiate any request for time extension, work suspension for any unavoidable circumstances subject to ECCD Council's concurrence;*
- 3.2.10 *Seek the concurrence of the ECCD Council to the Certificate of Completion before final payment to the contractor;*
- 3.2.11 *Pay the contractor in accordance with existing government accounting and auditing rules and regulations;*
- 3.2.12 *Keep separate subsidiary records for all transactions of the Main Project;*
- 3.2.13 *Keep all financial records including receipts and other supporting documents for audit;*
- 3.2.14 *Submit to ECCD Council all liquidation and other reports within the prescribed period;*
- 3.2.15 *Return to the ECCD Council any unused balance of fund transferred and refund of disallowance upon completion of the Main Project;*
- 3.2.16 *Book as LGU assets the cost of the NCDC and Contents and immediately provide the ECCD Council a copy of the Journal Entry Voucher (JEV) pertaining to the recording;*
- 3.2.17 *Provide the ECCD Council with the name, designation, specimen signature and contact information of two (2) Authorized Receiving Personnel who will receive the NCDC Contents and Signage (Annex I);*
- 3.2.18 *Support the implementation and operation of the NCDC by providing funds for the repair and maintenance such as but not limited to power and water connection/ supply, security and other operating expenses upon the completion of the Main Project;*
- 3.2.19 *Provide a CDT based on the qualification standards set by the ECCD Council; and*
- 3.2.20 *Both parties shall comply with control, accounting, liquidation of funds and reportorial requirements as enumerated in Annex II of this agreement.*


NOW, THEREFORE, on motion of HON. ANA ROWENA A. PERERA, Chairperson, Committee on Women, Family, Social Services and Indigents, and duly seconded by Hon. Adrian S. Camposagrado, Hon. Neri T. Camiña, Hon. Reynaldo E. Tumabotabo, Hon. Julius T. Ledesma, Hon. Norberto T. Turalba, Hon. Jerry T. Tuares, Hon. Gaylord T. Trasporto and Hon. Florence Joy V. Cabalonga;

BE IT RESOLVED, AS IT IS HEREBY RESOLVED, by the Sangguniang Bayan to Grant Authority to Atty. Virgilio T. Teruel, Municipal Mayor, for and in behalf of the Municipality of Tigbauan, to sign and enter into a Memorandum of Agreement (MOA) with the Early Childhood Care and Development Council (ECCDC), represented by its OIC-Vice Chairperson & Executive Director, Mr. Rommel I. Isip, for the Establishment and Operation of a National Child Development Center (NCDC);

RESOLVED FURTHER, to furnish copies of this Resolution to the Office of the Municipal Mayor, to the Municipal Social Welfare and Development Office, and to all concerned for their information and/or appropriate action.

APPROVED.

CERTIFIED CORRECT:


MARLENÉ TAYO-NAVA
S.B. Secretary

ATTESTED:


JOEL L. SAYSON
S.B. Member & Temporary Presiding Officer

HON. LUGEN T. ORTILANO
Municipal Vice Mayor

Sangguniang Bayan Members:

HON. ADRIAN S. CAMPOSAGRADO
HON. NERI T. CAMIÑA
HON. REYNALDO E. TUMABOTABO

HON. JULIUS T. LEDESMA, O.D.
HON. NORBETO T. TURALBA
HON. JERRY T. TUARES, C.E.
HON. JOEL L. SAYSON

HON. ANA ROWENA ARIAS-PERERA, R.N. M.A.N.
HON. GAYLORD T. TRASPORTO, LNB President
HON. FLORENCE JOY V. CABALONGA, PPSK President