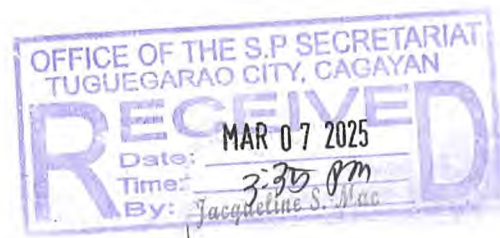




Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

Phone number: 0953-588-3721 | email address: cmotuguegaracity@gmail.com



OFFICE OF THE CITY MAYOR

07 March 2025

THE PRESIDING OFFICER AND MEMBERS


Sangguniang Panlungsod
This City

Dear *Presiding Officer and Members of the Sanggunian*:

Herewith is the Memorandum of Agreement between the Tuguegarao City Government and Department of Social Welfare and Development (DSWD) relative to the Supplemental Feeding Program, for your information and appropriate action.

Thank you!

In the name of public service,


MAILA ROSARIO S. TING-QUE
City Mayor

Copy furnished:

- City Social Welfare and Development Office
- City Legal Office



MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into this _____ day of _____ 2025 at **Tuguegarao City, Cagayan**, by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**, a national government agency created pursuant to Republic Act No. 5416, through its **FIELD OFFICE 02**, with office address at #3 Dalan na Pagayaya, Regional Government Center, Carig, Tuguegarao City, Philippines 3500, and represented by its **REGIONAL DIRECTOR, LUCIA SUYU ALAN, RSW** (hereinafter referred to as the "DSWD");

and

The **CITY GOVERNMENT OF TUGUEGARAO** with address at Tuguegarao City, Cagayan herein represented by its **LOCAL CHIEF EXECUTIVE, HON. MAILA ROSARIO S. TING-QUE** (hereinafter referred to as the "LGU");

WITNESSETH

WHEREAS, the Department of Social Welfare and Development (DSWD) is the primary government agency mandated to develop, implement and coordinate social protection and poverty-reduction solutions for and with the poor, vulnerable and disadvantaged;

WHEREAS, the Supplementary Feeding Program (SFP) is the provision of food in addition to the regular meals to target children ages 2-5 years old enrolled in the Child Development Center (CDCs) and Supervised Neighborhood Play (SNPs) as part of the DSWD's contribution to the Early Childhood Care and Development (ECCD) Program of the government;

WHEREAS, pursuant to Republic Act (RA) No. 11037 also known as "Masustansyang Pagkain Para sa Batang Pilipino", the Department of Education (DepEd) and the DSWD, in consultation with other National Government Agencies (NGAs), LGUs, Non-Government Organizations (NGOs), and development partners are mandated to establish a comprehensive National Feeding Program that will address the problem of undernutrition among Filipino children;

WHEREAS, section 4(a) of RA No. 11037, provides that one of the components and coverage of the National Feeding Program is SFP for Day Care Children. The DSWD in coordination with the LGUs concerned, shall implement a supplemental feeding program for undernourished children with ages three (3) to five (5) years. The SFP shall include the provision of at least one (1) fortified meal for a period of not less than one hundred twenty (120) days in a year;

WHEREAS, RA No. 10410 or the Early Years Act of 2013, declared the policy of the state to promote the rights of children to survival, development and special protection with full recognition of the nature of childhood as well as the need to provide developmentally appropriate experiences to address their needs;

WHEREAS, the General Appropriation Act of 2025 stated that the target outcome indicator of SFP is 70% of malnourished children in CDCs and SNPs with improved nutritional status;

WHEREAS, Section 11 of RA No. 11321 otherwise known as the "Sagip Saka Act" states that the National and Local Government Agencies shall directly purchase agricultural and fishery products from farmers and fisher folk cooperatives and enterprises provided that the said agricultural and fishery products are necessary in the performance of their respective mandates. The procurement by the national and local government agencies shall be exempt from the application of the bidding process prescribed under relevant government procurement laws provided that said agencies shall undergo a negotiated procurement under the applicable guidelines of the Government Procurement Policy Board;

WHEREAS, RA No. 7160 or the Local Government Code of the Philippines Chapter II Section 17 (b) (2) (iv) provides the roles of the municipality: social welfare services which include programs and projects on child and youth welfare, family and community welfare, women's welfare, welfare of the elderly and disabled person; community-based rehabilitation programs for vagrants, beggars, street children, scavengers, juvenile delinquents, and victims of drug abuse; livelihood and other pro-poor projects; nutrition services; and family planning services;

WHEREAS, by virtue of Sangguniang Resolution No. ____, the LGU, duly represented by its Local Chief Executive, agrees to enter into a Memorandum of Agreement with the DSWD for the implementation of SFP;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agree to undertake the program under the following terms and conditions:

I. OBJECTIVES:

This MOA aims to establish and ensure the successful implementation of the SFP by the LGU in line with the current laws and guidelines of the program.

II. ROLES AND RESPONSIBILITIES:

1. The DSWD shall:

- a. Manage and coordinate/supervise implementation of the SFP in the region;
- b. Inform the LGU of the start of submission of documentary requirements for the conduct of the program through a letter;
- c. Release funds to the City/ Municipal LGU in the amount of **Seven Million Three Hundred Fifty Thousand Pesos (Php 7,350,000.00)** based on pertinent provision of Commission on Audit (COA) Circulars 94-013 dated December 13, 1994, COA Circular No. 2016-002 dated May 31, 2016 and 2017-002 dated October 25, 2017; or
- d. Closely monitor the fund management, utilization, distribution, program implementation and respond to operational concerns of the LGUs/DCWF/DCSPG/SNP Parents Group/CDC/DCW/SNP Workers;
- e. Designate a Focal Person for the SFP to provide guidance and technical assistance to the Local Social Welfare & Development Officers (LSWDO), CDC/SNP workers, Day Care Workers Federation (DCWF) and Day Care Service Parent Group (DCSPG) and other local organizations involved in the implementation of the Program;
- f. Conduct program orientation regarding the implementation of the program such as but not limited to updates on implementation guidelines, policies, procedures (conduct of Negotiated Procurement - Community Participation, whenever applicable).
- g. Consolidate LGU reports and submit monthly physical accomplishment and financial reports on the utilization of funds to Central Office - Program Management Bureau;

- h. Conduct a regional review and evaluation at the end of the implementation period of each cycle; and
- i. Issue Official Receipt to acknowledge receipt of any unused/excess funds transferred to LGU.

2. The LGU shall:

2.1 For Hot Meals Implementation:

- a. Implement the program upon receipt of the commodities/funds without reasonable delay, within April to November of the current year;
- b. Submit a project proposal and signed masterlist of beneficiaries as the basis for fund allocation for the 15th cycle for C.Y. 2025. Consequently, they shall also comply with the deadline set for the submission of these documents;
- c. Submit masterlist of children identified with food restrictions or intolerance i.e. lactose intolerance, for consideration in the preparation of cycle menu and for allocation of fresh milk or fresh milk-based products;
- d. Designate the City Social Welfare Development Officer (CSWDO) or staff under the CSWD Office as Focal Person for the feeding program with the task of providing guidance, technical assistance and support to the DCWF/DCSPG in coordination with the City Nutrition Action Officer (C/MNAO) and include in Local Nutrition Committee (LNC) meetings discussions on the updates regarding the SFP implementations;
- e. Purchase goods within three (3) months upon receipt of the fund in accordance with the existing procurement laws, such as but not limited to RA No. 9184, and resolutions, such as but not limited to the Government Procurement Policy Board Resolution No. 18-2021, as well as other applicable budgeting, accounting and auditing rules and regulations for the granting, utilization and liquidation of cash advances;
- f. Issue Official Receipt to DSWD Field Office 02 as acknowledgement of the fund transfer made either through Check or Journal Entry Voucher (JEV) or through Advice Debit Account (ADA);
- g. Maintain a separate subsidiary record for each account;
- h. The CSWDO focal person shall be responsible in providing administrative and technical assistance in the operationalization of the SFP and in overseeing the organization of Parents Committee in each CDCs/SNPS or in the assigned barangay;
- i. The CSWDO shall ensure that funds intended for the DCWF/DCSPG and/or parents/guardians shall be solely for the latter's feeding operation.
- j. Promote food and nutrition security by supporting accredited farmers and fisher folks cooperatives and Community Based Organizations (CBOs) utilizing NPCP;
- k. Tap the City Nutrition Committee to assist in monitoring and providing technical assistance to the implementers of the Program monthly. The City Health Office may also assist in providing Vitamin A Supplementation of the DOH and deworming to the target beneficiaries (children 2-5 years old);
- l. Whenever necessary, provide augmentation in the implementation of the feeding program at the city/municipal and barangay level through cash or in kind if they catered beyond the target number of beneficiaries and other SFP related activities, as mandated by Section 7, of RA No. 11037;
- m. Submit at least 70% monthly liquidation Report of Checks Issued and Report of Disbursement within 10 days after the end of each month and submit full liquidation thirty (30) days after completion of the feeding period, the report shall be certified by the accountant and approved by

the Head of Province/City LGU in accordance with the COA Circular No. 2023-004 dated June 14, 2023

- n. Return to DSWD all the excess funds and refund all and/or any unused funds within thirty (30) days after the completion of the program pursuant to COA Circular No. 94-013 entitled "*Rules and Regulations in the Grant, Utilization and Liquidation of Funds Transferred to Implementing Agencies*";
- o. Maintain a book of accounts that is open for inspection of any authorized representative of the DSWD and or the auditor in charge in accordance with existing COA regulations;
- p. Implement strict guidelines for children's physical development by imposing pre-feeding and post-feeding measures of the children beneficiaries for an accurate and better assessment; and
- q. Consolidate and submit a monthly physical and financial accomplishment report on SFP implementation to DSWD for consolidation, copy furnished the Provincial Office.

III. ACCOUNTABILITY

This agreement shall be observed and complied with by all **PARTIES**. Upon receipt of the fund transferred, the LGU shall implement the program for 120 feeding days for the 15th Cycle within April to December (current year), and in accordance with the terms and conditions stipulated herein including the conduct of the twice-a-day feeding, if applicable. Failure on the part of any party to comply with the provisions of this Agreement will warrant its discontinuance without prejudice to the filing of appropriate administrative and/or criminal actions against responsible officers and employees of the erring party and the LGU may not be prioritized to be included in the next feeding cycle.

IV. DISPUTE RESOLUTION

Any dispute or disagreement of any kind whatsoever arising from any interpretation, implementation or violation of the terms and conditions of this Agreement shall, as far as practicable, be submitted to mutual consultation and negotiation. If the Parties fail to amicably resolve a dispute within thirty (30) days of its occurrence, they shall exhaust alternative modes of dispute resolution, such as but not limited to conciliation, mediation and arbitration, before resorting to litigation.

In the event that the Parties herein fail to amicably settle their differences in accordance with the preceding paragraph, and one of the Parties is constrained to seek judicial redress to protect its rights and interest, such legal action shall be brought before the courts of Tuguegarao City having jurisdiction where DSWD Field Office 02 is located, to the exclusion of all other courts.

V. AMENDMENTS

This MOA may be amended or revoked only upon mutual agreement of both parties, provided that all amendments shall be covered by Supplemental Agreement signed by both Parties, which shall be deemed incorporated as integral parts of this MOA.

VI. EFFECTIVITY

This MOA shall take effect upon signing of the **PARTIES** and shall remain valid and existing up to sixty (60) days after submission of liquidation reports with complete attachments and terminal report and duly acknowledged by the DSWD days after the completion of the 120 feeding days for the applicable cycle, provided it shall not exceed the Extended Payment Period, as stated further

under the applicable GAA General Provisions, unless otherwise revoked or terminated by either one of the parties.

In witness whereof, the parties hereby affix their signature this _____ day of _____, 2025.

**DEPARTMENT OF SOCIAL WELFARE
AND DEVELOPMENT**

LGU OF TUGUEGARAO CITY, CAGAYAN

LUCIA SUYU ALAN, RSW
Regional Director
DSWD FO2

HON. MAILA ROSARIO S. TING-QUE
City Mayor

SIGNED IN THE PRESENCE OF:

|

MARIA CHERRYPIE I. CABALZA
Administrative Officer V – DSWD FO2

ANGELINA T. SOMERA, CPA
City Accountant

FRANCO G. LOPEZ
SWO V/OIC ARDO/PSD Chief

MELVIN T. PEREZ, RSW, MSSW
CSWD Officer