

MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT (the "Agreement") is made and entered into by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**, a National Government Agency with office address at **DSWD Central Office**, Constitution Hills, Batasan Complex, Quezon City, Philippines represented by its Secretary, **HON. REXLON T. GATCHALIAN**, herein referred to as "**the DSWD**";

- and -

The **MUNICIPAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE**, a political subdivision of the state with office address at Poblacion, Siayan, Zamboanga del Norte, represented by its **Local Chief Executive**, **HON. ALBERTO J. BONGCAWEL**, hereinafter referred collectively as "**Parties**".

WITNESSETH

Whereas, Republic Act 7160 otherwise known as the Local Government Code of 1991 provides that Local Government Units shall exercise such other powers and discharge such other functions and responsibilities as necessary, appropriate, or incidental to efficient and effective provision of the social welfare services and facilities which include programs and projects on child and youth welfare, family and community welfare, women's welfare, welfare of the elderly and disabled persons; 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, pursuant to Sanggunian Resolution No. _____, **HON. ALBERTO J. BONGCAWEL**, has been authorized to sign and execute the foregoing MOA in behalf of the LGU;

Whereas, Executive Order No. 15, s. 1998, as amended by Executive Order No. 221, s. 2003 states that the DSWD is mandated to provide assistance to local government units (LGUs), non-government organizations (NGOs), other national government agencies (NGAs), people's organizations (POs) in effectively implementing programs, projects, and services that will alleviate poverty and empower disadvantaged individuals, families, and communities for an improved quality of life as well as implement statutory and specialized programs which are directly lodged with the Department and/or not yet devolved to LGUs;

Whereas, DSWD Memorandum Circular No. 10, s. 2018 provides that the DSWD assists LGUs/Local Social Welfare and Development Offices by providing direction for the SWD sector through pertinent policies and plans enriching SWD programs and services for individuals, families, and communities at risk or in need, and, affording social protection for the poor, the vulnerable and the disadvantaged in localities. These undertakings are manifested through the Technical Assistance and Resource Augmentation (TARA) Program of the DSWD;

Whereas, under the TARA program of the same MC, **Technical Assistance (TA)** consists of non-monetary interventions in the following forms, which are designed to enhance the capability of LSWDOs based on needs assessment, for the effective implementation of SWD programs, projects, and services such as training, training of trainers, orientation, demonstration session, workshop, forum, consultation or sharing session, conference, coaching and mentoring.

Whereas, pursuant to DSWD Administrative Order No. 02, s. 2024 with subject, "Adopting and Implementing the DSWD Strategic Plan from 2024-2028", one of the strategic objectives of the Department is to increase the capacities of LGUs in the social welfare and development services through enhancing the design and implementation of TAAORSS and institutionalization of Reward and Incentive Package of LGUs."

Whereas, the LGU shall submit its 3-year Technical Assistance Plan to the DSWD for which shall serve as the basis of the DSWD in the provision of non-monetary interventions to the LGU to enhance the capability of LSWDOs for the effective implementation of SWD programs, projects and services.

Whereas, the DSWD and LGU share a common vision to protect, promote, and uphold the welfare and interest of the poor, vulnerable, and disadvantaged individuals, families, and communities;

Whereas, the DSWD is committed to provide the necessary technical assistance to the LGU pursuant to the approved 3-year plan;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties have agreed to commit themselves the following:

1. The **DSWD** shall:
 - a. Provide technical assistance to the LGU along the areas specified in the TA Plan which shall include but not limited to: 1) training, 2) orientation, 3) workshop, 4) forum, 5) conference, 6) coaching, and 7) mentoring.
 - b. Provide rewards and incentives on the best practices of the LGU through the Pagkilala sa Natatanging Kontribusyon sa Bayan (Panata ko sa Bayan

Awards under DSWD Memorandum Circular (MC) No. 18, series of 2023, with subject, "Supplemental Guidelines on Memorandum Circular No. 1, series of 2017 – Revised Guidelines on the Pagkilala sa Natatanging Kontribusyon Awards on the Provision of Rewards and Incentives to Local Government Units through Local Social Welfare and Development Offices (LSWDOs) on Social Welfare and Development Local Implementation."

- c. Conduct service delivery capacity assessment pursuant to DSWD MC No. 10, series of 2018, or the "Guidelines on the Provision of Technical Assistance to Local Government Units Through Local Social Welfare and Development Offices, which shall be scheduled and agreed upon between the parties"
 - d. Monitor the progress and accomplishments of the LGU in reference to the LGU TA Plan.
2. The LGU shall:
- a. Submit a 3-Year TA Plan (template attached as Annex "A"), approved and signed by the LCE and the LSWDO Head, to the DSWD through the concerned Regional Director, within 5 days upon execution of this MOA."
 - b. Make available the necessary counterpart staff, logistics and/or funds to enable the DSWD to support the TA Plan;
 - c. Assist the DSWD in the annual monitoring of the TA Plan to identify and address implementation gaps, problems or issues;
3. The parties may jointly conduct annual review of the TA Program implementation, based on the formulated 3-Year TA plan; and,
4. No amendment or modification to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties."

Default, Delay and Breaches

This agreement shall be implemented in accordance with the terms and conditions herein stipulated. Failure on the part of any party to comply with any provision of the Agreement shall warrant of its revocation and shall give rise to the initiating appropriate administrative, civil and criminal cases against the official and employees.

Validity and Termination

This agreement shall take effect upon its execution, and shall remain valid for a period of three (3) years, endless earlier revoked or pre-terminated by their mutual consent.

IN WITNESS THEREOF, the parties hereby affix their signatures this ____ day of _____ at _____.

HON. REX T. GATCHALIAN
Secretary, DSWD

HON. ALBERTO J. BONGCAWEL
Municipal Mayor
Siayan, Zamboanga del Norte

WITNESSES

DENISE FLORENCE BERNOS-BRAGAS

Undersecretary, SCBG

City/Municipal Administrator

RIDUAN P. HADJIMUDDIN, CESO III
Regional Director

JOSE EDISON A. ADAZA, RSW MPM
Municipal Social Welfare and
Development Officer

ACKNOWLEDGMENT

Republic of the Philippines)
City/Municipality of _____) S.S

BEFORE ME, a Notary Public for and in _____, on this ____ day of _____, 2024, personally appeared the following with their respective competent evidence of identification:

Name	Identification	Date issued	Place Issued
RIDUAN P. HADJIMUDDIN			
ALBERTO J. BONGCAWEL	6250-8304-9167-0592	Sept. 5, 2022	Quezon City, Phils.

All known to me to be the same persons who executed the foregoing document and acknowledgement that the same is an act of their free and voluntary will and deed.

IN WITNESS WHEREOF, I hereunto sign this document and affix my seal of office on this date and place aforementioned.

NOTARY PUBLIC
Until _____
PTR _____
TIN _____

Doc. No. _____
Page No. _____
Book No. _____
Series of 2024.