



OFFICE OF THE SANGGUNIANG BAYAN

**EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG BAYAN OF SIAYAN,
ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE 7TH DAY OF AUGUST
2023.**

PRESENT:

Hon. Raul P. Dominise, Presiding Officer Pro-Tempore	Sangguniang Bayan Member
Hon. Daisy A. Limbang, Majority Floor Leader	-do-
Hon. Wilfredo A. Siasico, Asst. Majority Floor Leader	-do-
Hon. Roel J. Fabiran,	-do-
Hon. Rey L. Anugon	-do-
Hon. Wencito B. Intoy,	-do-
Hon. Billynel C. Catig,	-do-
Hon. Estrella S. Zapatos, Minority Floor Leader	-do-
Hon. Maribel C. Okay, LIGA President	-do-
Hon. Phil A. Saraga, SK Fed. President	-do-
Hon. Johnny C. Anugon, Sr. IPMR	-do-

ABSENT:

Hon. Josecor S. Gepolongca, Presiding Officer	Municipal Vice Mayor
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**"RESOLUTION NO. 201
Series of 2023**

RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE, REPRESENTED BY THE HON. MUNICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE DEPARTMENT OF HEALTH (DOH)-ZAMBOANGA PENINSULA CENTER FOR HEALTH DEVELOPMENT, REPRESENTED BY JOSUA G. BRILLANTES, MD, MPH, CESO IV, OIC DIRECTOR IV, FOR THE CONSTRUCTION OF SIAYAN SUPER HEALTH CENTER IN THIS MUNICIPALITY.

WHEREFORE, premised of the foregoing consideration, and on motion of Hon. Daisy A. Limbang, duly seconded by Hon. Estrella S/. Zapatos and Hon. Raul P. Dominise, it was

RESOLVED, as this body hereby resolved by **AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE, REPRESENTED BY THE HON. MUNICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE DEPARTMENT OF HEALTH (DOH)-ZAMBOANGA PENINSULA CENTER FOR HEALTH DEVELOPMENT, REPRESENTED BY JOSUA G. BRILLANTES, MD, MPH, CESO IV, OIC DIRECTOR IV, FOR THE CONSTRUCTION OF SIAYAN SUPER HEALTH CENTER IN THIS MUNICIPALITY.**

RESOLVED FINALLY, to furnish copies of this resolution to all offices concerned for information and appropriate action.

Carried unanimously"

I HEREBY CERTIFY to the correctness of the foregoing Resolution.

**CERTIFIED CORRECT
AS TO ITS PASSAGE:**


RAUL P. DOMINISE
Sangguniang Bayan Member
(Presiding Officer Pro-Tempore)


WILFREDO Q. DOMPALES
Sangguniang Bayan Secretary

IRIS A. SANSON
Accountant III DOH ZP - CHD

JOSHUA G. BRILLANTES, MD, MPH, CESO IV
OIC - Director IV

HON. ALBERTO J. BONGCAWEL
Mayor

Municipal Health Officer

Municipal Treasurer

MEMORANDUM OF AGREEMENT (LGU-Implemented)

KNOW ALL MEN BY THESE PRESENTS:

This agreement is entered into by and between:

The **DEPARTMENT OF HEALTH – ZAMBOANGA PENINSULA-CENTER FOR HEALTH DEVELOPMENT** with office address at Upper Calarian, Zamboanga City represented by **JOSHUA G. BRILLANTES, MD, MPH, CESO IV** in his capacity as OIC- Director IV, herein after referred to as “**CHD-9**”

and

The **MUNICIPALITY OF SIAYAN** with office address at Municipal Hall, Siayan, Zamboanga del Norte herein represented by **HON. ALBERTO J. BONGCAWEL** in his capacity as Mayor, hereinafter referred to as “**LGU**”

Witnesseth

WHEREAS, Department of Health thru the Health Facilities Enhancement Program for CY 2023 has appropriated the amount of **Ten Million Pesos (Php 10,000,000.00)** intended for the **New Construction of Siayan Super Health Center** to be implemented and procured by the Local Government Unit of Siayan thru transfer of fund.

NOW, THEREFORE, in consideration of the foregoing premises and stipulations herein set forth, the Parties hereto agree and do hereby agree as follows:

A. FUND UTILIZATION

1. The funds shall be chargeable against the General Appropriations Act (GAA) CY 2023 or Republic Act under the Health Facilities Enhancement Program of the Department of Health for Comprehensive Release (FCR) and shall be obligated On or before, **December 31, 2023**.
2. CHD- 9 shall transfer the fund according to the scheme or mode of project implementation/procurement adopted by the Local Government Unit as set forth in Section C of this Memorandum of Agreement.
3. In the event that the LGU fails to execute the project within **60** calendar days from the date of receipt of the First (1st) Tranche, the funds shall be reverted back to the CHD- 9, unless otherwise with justifiable reasons.

B. RESPONSIBILITIES OF THE LGU

1. Submit a Sangguniang Panlalawigan/Sangguniang Bayan Resolution authorizing the Provincial Governor/City/Municipality, to enter into an agreement with the CHD- 9;
2. Ensure that the Schematic Plan for the infrastructure project complies with the existing DOH standards for licensing and accreditation;
3. Prepare complete Detailed Architecture and Engineering Drawing (DAED) Plans, Technical Specifications, Scope of Work, Bill of Quantities, Detailed Cost Estimates, Approved Budget of the Contract and all other Documents for Bidding Purposes following provisions of the National Building Code, Structural, Electrical, Sanitary and Mechanical Codes, Fire Code, Accessibility Law, and all other pertinent laws and regulations;
4. Bid and award the infrastructure project in conformity to the provisions of R.A 9184 and its Revised IRR and allow CHD- 9 personnel to act as observer in the bidding process and as a member in the Technical Working group for prequalification and bid evaluation;
5. Supervise the implementation of the project following the highest standards for materials control, safety, and quality assurance and hire or assign quality control engineer for such purpose and secure necessary local permits;

6. Attend monitoring meetings called for CHD- 9 and immediately act on the observations made by the agency which would require corrections and revisions on the implementation of the project;
7. Raise to CHD- 9 for the arbitration, any issues on the project implementation and must seek first the clearance and approval of the agency for any proposed Variation Orders;
8. Ensure immediate implementation and completion of the project within the specified duration;
9. Together with CHD- 9, conduct final inspection of the project prior to the issuance of the Certificate of Completion;
10. Regularly submit the Fund Utilization Report (FUR) of the infrastructure projects to CHD- 9 and submit the documentary requirements enumerated in Section C herein, corresponding to the chosen scheme/mode of the project implementation;
11. Ensure that health facility shall be functional within three (3) months after the turnover and acceptance of the project and should be utilized according to its purpose;
12. Ensure that funds shall be provided and reflected in the Provincial/City/Municipality Annual Operational Plan for the continuing maintenance and operations of the facility/infrastructure project and acquisition of equipment;
13. Book-up the cost of the infrastructure project in the Book of Accounts and Furnish CHD- 9 a copy of the Journal Entry Voucher (JEV) within six (6) months after completion of the said project;
14. Ensure that the health facility will be accredited by PhilHealth in its Maternity Care Package.

C. RESPONSIBILITIES OF THE CHD- 9

1. Release / transfer the funds to the LGU after receipt of the documentary requirements that corresponds to the scheme or mode of project implementation/procurement adopted by the LGU as set forth herein, to wit:

A. Project Implemented by Contract

1. *First (1st) Tranche* – Twenty percent (20%) of the Total Project Allocation upon execution of this MOA and submission of the following documentary requirements by the LGU - to be accomplished in three (3) sets;
 - Fund Utilization Report (FUR) showing One Hundred Percent (100%) utilization of previous HFEP Infra Projects with full release of funds and completed projects
 - Detailed Architectural and Engineering Drawings (DAED) approved by the CHD- 9 Regional Director
 - Approved and notarized Memorandum of Agreement (MOA)
 - Program of Work (POW) approved by the LCE
 - Colored pictures of the existing health facility **BEFORE** the implementation of the current Project, if applicable.
2. *Second (2nd) Tranche* – Fifty percent (50%) of the Project's Total Contract Price (PTCP) after the submission of the following documentary requirements by the LGU – to be accomplished in three (3) sets:
 - Letter request of the LGU for the release of the Second (2nd) Tranche
 - Fund Utilization Report (FUR) showing utilization of at least Sixty percent (60%) of the amount released in the First (1st) Tranche
 - Pictures with caption of the **ON-GOING** implementation of the Project.
 - Minimum of:
 - 4 – Angles Exterior
 - 5 – Angles Interior
3. *Final Release*-The remaining balance of the Project's Total Contract Price (PTCP) including Extra Work/Variation Order if any, provided that the project has reached at least fifty percent (50%) completion and the LGU has submitted the following requirements to CHD- 9 to be accomplished in three (3) sets:
 - Letter request of the LGU for the release of the remaining fund.
 - Fund Utilization Report (FUR) equivalent to at least sixty percent (60%) of the total amount previously released for the 1st and 2nd Tranche.
 - Statement of Work Accomplished (SWA) equivalent to at least 50% of the PTCP.

- As-Built Plan, if there are any changes in the plan or Variation order Pictures with caption of the **ON-GOING** implementation of the project Minimum of:
- 4 - Angles Exterior and
- 5 - Angles Interior
- Copy of Journal Entry Voucher (JEV) of completed HFEP Infra Projects that were previously implemented by the Provincial/City/Municipal Government through a MOA with CHD- 9, if applicable.

B. Project Implemented by Administration

1. *First (1st) Tranche* - Twenty percent (20%) of the Total Project Allocation upon execution of this MOA and submission of the following documentary requirements by the LGU - to be accomplished in three (3) sets:

- Fund Utilization Report (FUR) showing One Hundred Percent (100%) utilization of previous HFEP infra projects with full release of funds and completed projects, if applicable
- Detailed Architectural and Engineering Drawings (DAED) approved by the CHD- 9 Regional Director
- Approved and notarized Memorandum of Agreement (MOA)
- Program of Work (POW) approved by the LCE
- Colored pictures of the existing health facility BEFORE the implementation of the current Project, if applicable

2. *Second (2nd) Release* - Equivalent to 100% of the cost of Materials upon submission by the LGU of the following documentary requirements in three (3) sets:

- Approved Purchase Order (PO)
- Notice of Award

3. *Final Release* - The remaining balance of the Project cost after deducting the total amount of the 1ST and 2ND Tranche releases to cover the Labor Cost based on the approved Program of Work and upon submission by the LGU of the following requirements in three (3) sets:

- Letter request of the LGU for the release of remaining balance
- Fund Utilization Report (FUR) showing utilization of at least sixty percent (60%) of the total amount released in the 1ST and 2ND Tranche
- Copy of Journal Entry Voucher (JEV) of previous HFEP Infra Projects completed and implemented by the {Municipal/City/Provincial} Government through MOA with CHD- 9, if applicable.

2. Provide technical assistance to the Provincial/City/Municipality Engineering Office in the preparation of schematic plans for infrastructure;
4. Evaluate and approve the Detailed Architecture and Engineering Plans, Technical Specifications, Scope of Work and the Approved Budget for the Contract prior to bidding and award of the infrastructure project;
5. Attend all meetings called for by the LGU-BAC in the conduct of infrastructure procurement as observer;
6. Monitor progress of infrastructure project and act promptly on any requests for arbitration or for Variation Orders;
7. Together with the LGU, conduct final inspection of the project prior to issuance of the Certificate of Completion;
8. Ensure that the LGU/contractor complete the infrastructure project within the specified project duration;
9. Ensure that utilization of funds shall follow the usual budgeting, accounting and auditing rules and regulations;
10. Submit a Monthly Fund Utilization report with all the pertinent supporting documents to DOH Finance Service (cc: HFEP) on or before the 7th day of the following month.

D. AMENDMENTS

This MOA may be amended or revoked only upon mutual consent of the parties provided that all amendments shall be covered by Supplemental Provisions signed by both parties which shall be incorporated by way of reference as an integral part of this MOA.

IN WITNESS WHEREOF, the Parties have affixed their hands this ____ day of _____ at _____.

For the CHD 9:

For the Municipality of Siayan:

JOSHUA G. BRILLANTES, MD, MPH, CESO IV
OIC-Director IV

HON. ALBERTO J. BONGCAWEL
Mayor

Signed in the Presence of

IRIS A. SANSON
Accountant III DOH ZP-CHD

Municipal Health Officer

Municipal Treasurer

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of _____) S.S.
X----- X

BEFORE ME, a Notary Public for and in the Province and City of _____, this ____ of _____, at _____, Philippines, personally appeared the following:

Name	Type of Government Name Issued ID/No.	Place/Date of Issue
JOSHUA G. BRILLANTES, MD, MPH, CESE		
HON. ALBERTO J. BONGCAWEL		

All personally known to me, upon, competent proof of identity indicated below their respective name and signature, to be the same persons who executed the foregoing document and acknowledged to me that the same is their free and voluntary act and deed.
This instrument consists of 5 pages, including this page on which the acknowledgment is written and signed on each and every page thereof by the parties and their instrumental witnesses.
WITNESS MY HAND AND SEAL on the place and at the date first abovewritten:

Notary Public

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