



Republic of the Philippines
Province of Iloilo
Municipality of Tigbauan
OFFICE OF THE SANGGUNIAN BAYAN

www.Tigbauan.gov.ph

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EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE SANGGUNIAN BAYAN, TIGBAUAN, ILOILO HELD AT THE SB SESSION HALL, TIGBAUAN MUNICIPAL BUILDING TIGBAUAN, ILOILO ON FEBRUARY 4 , 2011 AT 9:10 IN THE MORNING

PRESENT:

HON. ROEL T. JARINA,	Vice Mayor & Presiding Officer
HON. SUZETTE TENEFRENCIA-ALQUISADA,	SB Member
HON. DENNIS T. VALENCIA,	SB Member
HON. AGATON O. TUMABOTABO	SB Member
HON. JOSE DONEL T. TRASPORTO,	SB Member
HON. ELMER T. TORRATO,	SB Member
HON. LORETA LUNGAY-ARIAS,	SB Member
HON. MARLON R. TERUÑEZ,	SB Member
HON. RICKY T. NULADA,	Pres., Liga Ng Mga Brgy.
HON. NYSSA NICHOLA T. CALLOSA,	SKMF President

OFFICIAL BUSINESS:

HON. ALFONSO C. BABIERA,	SB Member
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ABSENT: N O N E

Resolution No. 2011-009

RESOLUTION AUTHORIZING HONORABLE MAYOR JAMES EXCELSIOR M. TORRES, IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE), FOR THE IMPLEMENTATION OF EMERGENCY COMMUNITY EMPLOYMENT PROJECT (ECEP) AT BRGY. NAMOCON, TIGBAUAN, ILOILO.

WHEREAS, Honorable Mayor James Excelsior M. Torres sent a letter to the Sangguniang Bayan, this municipality dated January 27, 2011 requesting for the urgent passing of Resolution Authorizing him, to Enter Into A Memorandum of Agreement (MOA) With The Department Of Labor And Employment (DOLE), For The Implementation Of Emergency Community Employment Project (ECEP) At Brgy. Namocon, Tigbauan, Iloilo;

WHEREAS, the DOLE implements the DOLE GATT/WTO Adjustment Measures pursuant to AO 285, series of 1995 and AOs 121, 305 and 356 series of 1996 in line with its effort to help the workers who have been put out of work as a result of liberalization and globalization, and natural calamities, in accordance with the accounting and auditing guidelines on the grant, utilization and liquidation of funds transferred to implementing agencies prescribed in COA Circular 94-013;

WHEREAS, the Aquino Administration calls for emergency and long-term measures in generating more employment opportunities for those workers who have been temporarily or permanently displaced from work;

WHEREAS, the **PROPONENT** is capable and experienced in implementing the **EMERGENCY COMMUNITY EMPLOYMENT PROGRAM** under the DOLE GATT/WTO Adjustment Measures, with the objectives of assisting the displaced

workers through emergency wage employment based on labor-intensive programs and other projects;

NOW, THEREFORE, the parties hereby agree to bind themselves to the following terms and conditions:

1. ROLES AND COMMITMENT OF THE PARTIES:

a. The **DOLE** shall:

1. Screen and evaluate the project proposal emanating from the PROPONENT;
2. Upon approval of the proposal for the EMERGENCY COMMUNITY EMPLOYMENT PROGRAM submitted by the PROPONENT, 100% of the wages and salaries of the displaced workers to be employed under the aforementioned project shall be released to the PROPONENT.
3. Through the Provincial Office:
 - a. Render technical assistance to proponent agencies as needed and shall monitor the implementation of the project;
 - b. Conduct periodic field visit to the project sites to check on whether the workers are absorbed by the program and its compliance to the terms and conditions stipulated under the program contract;
 - c. Monitor and inspect the project implementation on a regular basis, verify financial records and reports of the PROPONENT, and prepare and submit quarterly reports of its monitoring/inspection to the Office of the Secretary through the Planning Service, copy furnished the Management Cluster;
4. Issue certificate of acceptance upon satisfactory completion of the project; *and*
5. Demand the refund of unused funds or savings after project completion and the refund of any disallowed amount after financial audit by the DOLE and/or the Commission on Audit.

b. The **PROponent** shall:

1. Disburse the amount entrusted by the DOLE for their community works program in conformity with the government accounting and auditing rules and regulations;
2. Coordinate with the Provincial/Municipal PESO for job vacancies for the approved community works project;
3. Implement its Emergency Community Employment Program, upon approval of the DOLE of the same, under the terms and conditions and arrangements agreed between and among the Parties;
4. Pay the wages and salaries of displaced workers to be employed under the Emergency Community Employment Program utilizing the fund assistance from DOLE as evidenced by a payroll to be submitted to the DOLE as proof of its compliance;
5. Submit to the DOLE the required project/program reports with evidence and other supporting documents as may be required by the DOLE;
6. Access or make available its records and facilities for the visitorial audit examination of the DOLE;
7. Advise and seek the approval of DOLE or its authorized representative on changes/deviations from the approved project proposal otherwise, such changes/deviations shall be a ground for termination of the contract; *and*
8. Submit complete liquidation report (Report of Disbursement duly verified by Implementing Auditor) to DOLE within thirty (30) days from completion of the project.

c. Responsibilities of the DOLE and the PROPONENT in the Management of the Project Fund

1. The Funds shall be used exclusively for the purpose intended as reflected in the approved project proposal. No deviation shall be allowed except upon prior written application by the PROPONENT and approved by the DOLE. Any unauthorized deviation shall be a ground for termination of the MOA, without prejudice to the right of the DOLE to pursue any legal action to protect the interest of the government;
2. For projects that have not been implemented within 2 months from the date of release of the funds to the PROPONENT, the MOA shall be deemed revoked or rescinded without need for judicial action, pursuant to Article 1191 of the New Civil Code of the Philippines. Immediate withdrawal of the funds shall be done by the DOLE. For unreasonable delay, the PROPONENT may be charged a penalty of 1/10 of 1% of the total funds per day of delay;
3. In cases where the unused funds for a particular portion or phase of the project exceed 15% of the amount released to the PROPONENT, revision of the project schedule may be allowed upon prior written application and approval of the DOLE. In such case, the MOA shall be amended accordingly. If the unused funds do not exceed 15% of the total amount released, no revision of the MOA shall be needed but the PROPONENT shall submit a written justification for the delay, otherwise withdrawal of the unused funds may be done by the DOLE with the corresponding penalty charges;
4. The PROPONENT shall keep a separate book of accounts for the project, Said book of account shall be open for inspection or audit by the authorized DOLE Officer upon reasonable notice; *and*
5. Upon project completion, the PROPONENT shall submit a Report of Disbursement with the appropriate receipts and other supporting documents. This shall be validated by the authorized officer of the DOLE. Any unused amount shall be returned to the DOLE.

II. DURATION OF THE IMPLEMENTATION OF THE PROGRAM

The implementation of the program shall commence immediately upon release of funds and shall be completed within the approved project duration.

III. MODIFICATION/AMENDMENT AND EFFECTIVITY

Any modification/amendment to this Agreement shall be subject to the usual consent of the parties hereto.

This Agreement takes effect upon signing of the parties hereto and shall remain in force until the completion of the outputs agreed upon.

IV. PENAL CLAUSE

In the event that the authorized representative of the DOLE violates any of the conditions set forth in the Memorandum of Agreement, he/she shall be liable for his/her own fraudulent act without prejudice to any administrative sanction and/or damages to the PROPONENT.

If on the other hand, the authorized representative of the PROPONENT shall commit any violations agreed upon in the Memorandum of Agreement he/she shall be solely responsible for any disciplinary action that the DOLE may impose in addition to the damages and/or termination of the contract.

NOW, THEREFORE, on motion of Hon. Loreta Lungay-Arias, Chairperson, S.B. Committee on Trade and Industry and duly seconded by Hon. Dennis T. Valencia, Hon. Agaton O. Tumabotabo, Hon. Jose Donel T. Trasporto, Hon. Elmer T. Torrato and Hon. Ricky Nulada,

RESOLVED, to authorize Honorable Mayor James Excelsior M. Torres, In Behalf Of The Municipality Of Tigbauan To Enter Into A Memorandum Of Agreement (MOA) With The

Department Of Labor And Employment (DOLE), For The Implementation Of Emergency Community Employment Project (ECEP) At Brgy. Namocon, Tigbauan, Iloilo,

RESOLVED FURTHER, to furnish copies of this Resolution to Hon. Mayor James Excelsior M. Torres, to DOLE RO VI represented by Regional Director, Manuel C. Roldan, and to all concerned for their information and/or appropriate action.

APPROVED.

I HEREBY CERTIFY that the foregoing Resolution No. 2011-009 was approved by the Sangguniang Bayan.

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. SUZETTE T. ALQUISADA, CPA-Lawyer	HON JOSE DONEL T. TRASPORTO	HON. RICKY NULADA (LnB-Pres)
HON. DENNIS T. VALENCIA	HON. ELMER T. TORRATO	HON. NYSSA NICHOLA CALLOSA (SKMF-Pres)
HON. ALFONSO C.BABIERA	HON. LORETA LUNGAY-ARIAS	
HON. AGATON O. TUMABOTABO	HON. MARLON R. TERUÑEZ, Ph.D.	

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

