



EXCERPT FROM THE MINUTES OF THE 16TH **REGULAR SESSION** OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT BARANGAY HALL, BARANGAY ISAUAN, TIGBAUAN, ILOILO ON APRIL 28, 2014 AT 2:30 IN THE AFTERNOON

PRESENT:

HON. ROEL T. JARINA,	- Vice Mayor & Presiding Officer
HON. JOSE DONEL T. TRASPORTO,	- S.B. Member
HON. RENEE LIBRODO-VALENCIA,	- S.B. Member
HON. VIRGILIO T. TERUEL,	- S.B. Member
HON. MARLON R. TERUÑEZ,	- S.B. Member
HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO,	- S.B. Member
HON. SUZETTE MARIE HILADO-BANNO,	- S.B. Member
HON. RICKY T. NULADA,	- S.B. Member
HON. ARIEL I. BERNARDO,	- S.B. Member
HON. RONNIE T. PAGUNTALAN,	- Liga President

ABSENT: N O N E

Resolution No. 2014-053

RESOLUTION AUTHORIZING MAYOR SUZETTE TENEFRENCIA-ALQUISADA, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE), RELATIVE TO THE IMPLEMENTATION OF THE COMMUNITY EMPLOYMENT PROGRAM IN THE MUNICIPALITY OF TIGBAUAN, PROVINCE OF ILOILO.

WHEREAS, His Excellency President Benigno Simeon C. Aquino has directed all Cabinet members to revive the emergency employment program as a major strategy to alleviate poverty and generate more jobs particularly in the countryside;

WHEREAS, the Department of Labor and Employment (DOLE) is mandated to promote gainful employment opportunities, develop human resources, protect workers and promote their welfare, and maintain industrial peace;

WHEREAS, the **DOLE** has been given the responsibility to implement livelihood and community employment project to benefit the disadvantaged workers in the Provinces of Western Visayas (Region VI);

WHEREAS, the **DOLE-RO VI** shall implement its **Community Employment Program (CEP)** to benefit typhoon affected workers in the identified LGU's;

WHEREAS, **CEP** is a project for the disadvantaged workers which aims to provide short-term wage employment as immediate source of income to beneficiaries and their families. It will also provide social protection through PhilHealth or SSS coverage for the beneficiaries;

WHEREAS, consistent with the vision and objectives of the State, as manifested in the PhilHealth's mandate and in local statutes, the said LGU herein acknowledge its responsibility to provide a basic package of needed personal health services for the social and economic well-being of the beneficiaries of **CEP** Project, through the implementation of the Sponsored (Indigent) Program;

WHEREAS, this partnership is vital to ensure the successful implementation of the said projects and achieve their desired social outcomes.

WHEREAS, for and in consideration of the foregoing premises, the parties hereto have agreed to enter into this Memorandum of Agreement (MOA) under the following terms and conditions:

I. PARTNERS' RESPONSIBILITIES in CEP Project Implementation

A. The DOLE-RO VI shall:

1. Provide the fund assistance to the PROPONENT in form of wages for the beneficiaries, amounting to **P803,600.00** as indicated in the attached approved proposal, which is made part and parcel of this MOA, for the disadvantaged workers to implement the emergency employment of CEP Project in fourteen days(14) days and release in full the fund assistance to the proponent;
2. Through its Provincial Office, provide briefing to PROPONENT prior to issuance of fund assistance to ensure that both the technical and administrative concerns relative to the Project are adequately addressed;
3. Provide technical assistance to the PROPONENT whenever necessary or as may be requested;
4. Through its Provincial Office, monitor and inspect the project implementation of the PROPONENT on a regular basis, verify the financial records and reports of their projects;
5. Adhere to the accounting and auditing requirements of fund transfers to implementing government agencies per COA Circular 94-013 such as, among others, maintenance of subsidiary ledger of cash transferred pertaining to the project, drawing Journal Vouchers to take up financial reports of PROPONENT as well as taking up liquidation and COA CSBs issued;
6. 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 as well as issue Official Receipt (OR) for unexpended balance and the refunded disallowance remitted by the PROPONENT;
7. Issue Certificate of Acceptance upon satisfactory completion of the project and take up the credit to the PROPONENT accounts;
8. Institute appropriate actions against the concerned PROPONENT which may include, among others, suspension or termination of the project in case of violation of the provisions of this MOA and/or legal action for misuse of approved and released funds, the legal costs of which shall be shouldered by the PROPONENT.

B. The PROPONENT shall:

1. Identify community work projects with approved budget/program of works and engage the beneficiaries in the identified community works projects for the period of fourteen (14) days and submit to this Office the list of beneficiaries not later than ten (10) calendar days before the start of the implementation;
2. Adhere to the Project policies and relevant government regulations and put up equity of at least twenty percent (20%) of the total project cost;
3. Implement the CEP for its disadvantaged workers **within Thirty (30) days from the receipt of the fund assistance from DOLE-RO VI** based on its approved project proposal which forms an integral part of this Agreement , to achieve the objectives it is committing itself and in accordance with the approved standards, systems and procedures for project implementation, time schedule, as well as the approved project cost estimates as indicated in the proposal and in the attached Program of Work;
4. Deposit the check received for the purpose to their respective authorized depository banks. It shall issue corresponding Official Receipt (OR) in acknowledgment thereof;

5. Keep the DOLE informed at least three (3) working days before the actual date of implementation of the project/s as well as the major phase's implementation;
6. Utilize the amount received from DOLE solely in the respective projects and/or for the purpose and line items as specified in the project proposals;
7. Shall not use the funds received from DOLE-RO VI for payment of additional compensation to Municipal/Barangay employees in the form of allowances, incentive pay, bonuses, honorarium or other forms of additional compensation or in the creation of new positions, augmentation of salaries or regular personnel and purchase of motor vehicles;
8. Keep and maintain separate subsidiary record for each account whether or not a separate account is opened;
9. Submit to DOLE the required liquidation report within thirty (30) days from the completion of the project, such as terminal financial reports (Report of Checks Issued and Report of Disbursements duly audited by the PROPONENT's Resident Auditor) and physical status reports in the prescribed forms with requested evidences like the invoices, payrolls, pictures, certificate of project completion and etc.;
10. Return any amount not utilized and refund any disallowance to DOLE-RO VI immediately upon completion of its respective projects;
11. Allow access to or make available their records and facilities for the visitorial audit and examination of the DOLE and/or COA authorized representative/s;
12. Facilitates job referrals, thru the Public Employment Service Office (PESO), of the beneficiaries after the end of the project for possible absorption and/or coordinate with other government agencies to provide needed assistance to the beneficiaries; and
13. Submit a monthly report to the Project Management Team (PMT) within the month of implementation of the project. After the completion of the project, provide report to DOLE on follow-ups done particularly on the status of the beneficiaries (if absorbed by companies, nature of jobs, etc.).

II. MODIFICATION/AMENDMENT AND EFFECTIVITY

- A. Any modification/amendment to this Agreement shall be subject to the mutual consent of the parties hereto;
- B. In case of the unauthorized deviations or alterations in the implementation of the approved project proposal, the PROPONENT shall be obliged to return the whole amount without need of prior demand from the DOLE. Unauthorized deviations or alterations shall also give the DOLE the right to stop payment of the check covering the amount of grant;
- C. This Agreement takes effect upon signing of the parties hereto and shall remain in force for the duration of the implementation of the project as provided in this MOA.

NOW, THEREFORE, on motion of Hon. Ariel Bernardo and duly seconded by Hon. Jose Donel Trasporto, Hon. Renee Librodo-Valencia, Hon. Virgilio Teruel, Hon. Marlon Teruñez, Hon. Ma. Gerrylin Santuyo - Camposagrado, Hon. Suzette Marie Hilado Banno, Hon. Ricky Nulada and Hon. Ronnie Paguntalan;

RESOLVED, to Authorize Mayor Suzette Tenefrancia-Alquisada, For And In Behalf Of The Municipality Of Tigbauan To Enter Into A Memorandum Of Agreement (MOA) With The Department Of Labor And Employment (DOLE), Relative To The Implementation Of The Community Employment Program In The Municipality Of Tigbauan, Province Of Iloilo,

RESOLVED FURTHER, to furnish copies of this Resolution to Hon. Suzette Tenefrancia-Alquisada, Municipal Mayor, this municipality, to Department of Labor and Employment, Region Office VI, and to all concerned for their information and/or appropriate action.

APPROVED.

CERTIFIED CORRECT:

MARLENE TAYO-NAVA
S.B. Secretary

ATTESTED:

ROEL T. JARINA
Vice Mayor & Presiding Officer

Sangguniang Bayan Members:

Hon. Jose Donel T. Trasporto, Lawyer
Hon. Renee Librodo-Valencia, CPA,MBMM
Hon. Virgilio T. Teruel , Lawyer
Hon. Marlon R. Teruñez, Ph.D.

HON. ROEL T. JARINA, M.D.
Municipal Vice Mayor

Hon. Ma. Gerrylin Santuyo- Camposagrado
Hon. Suzette Marie Hilado-Banno, M.D.
Hon. Ricky T. Nulada
Hon. Ariel I. Bernardo

Hon. Ronnie Paguntalan (LnB-Pres.)

