

Republic of the Philippines

Province of Iloilo

Municipality of Tigbauan

## *Office of the Sangguniang Bayan*

Tigbauan Municipal Hall, Tigbauan, Iloilo 5021 Philippines

(033) 511-8530 [sbtigbauan@yahoo.com](mailto:sbtigbauan@yahoo.com)



EXCERPT FROM THE MINUTES OF THE 3<sup>RD</sup> SPECIAL SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON SEPTEMBER 26, 2016 AT 12:45 IN THE AFTERNOON

### **PRESENT:**

HON. VIRGILIO T. TERUEL,	-	Vice Mayor & Presiding Officer
HON. DENNIS T. VALENCIA	-	S.B. Member
HON. JOHN GERSHWIN C. TUERES	-	S.B. Member
HON. ARIEL I. BERNARDO	-	S.B. Member
HON. SUZETTE MARIE HILADO-BANNO	-	S.B. Member
HON. NERI T. CAMIÑA	-	S.B. Member
HON. JULIUS T. LEDESMA	-	S.B. Member
HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO	-	S.B. Member
HON. JERRY T. TUARES	-	S.B. Member
HON. RONNIE T. PAGUNTALAN	-	Liga President

### **ABSENT: *N O N E***

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### **Resolution No. 2016-110**

RESOLUTION MANIFESTING INTENTION TO AVAL THE DOLE INTEGRATED LIVELIHOOD PROGRAM FOR RETURNING OVERSEAS FILIPINO WORKERS (OFWs) AND LIVELIHOOD (KABUHAYAN) PROGRAM FOR THE POOR, VULNERABLE AND MARGINALIZED WORKERS AND AUTHORIZING THE LOCAL CHIEF EXECUTIVE TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF LABOR AND EMPLOYMENT REGION VI

WHEREAS, in a letter dated September 14, 2016, Atty. Suzette Tenefrancia-Alquisada, Municipal Mayor, requested the Sangguniang Bayan (thru: Hon. Virgilio T. Teruel, Vice Mayor & Presiding Officer) for the urgent passing of a "Resolution Manifesting Intention To AVAL The DOLE Integrated Livelihood Program For Returning Overseas Filipino Workers (OFWs) And Livelihood (Kabuhayan) Program For The Poor, Vulnerable And Marginalized Workers And Authorizing The Local Chief Executive To Enter Into And Sign A Memorandum Of Agreement (MOA) With The Department Of Labor And Employment Region VI";

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-RO No. VI endeavors to contribute to reducing poverty and vulnerability to risks of the poor, vulnerable and marginalized workers by providing them access to livelihood undertakings;

WHEREAS, the DOLE-RO No. VI will provide a capacity building facility on livelihood and entrepreneurial ventures for the workers in the informal economy and the vulnerable groups of workers such as parents of child laborers, women, youth, persons with disabilities, indigenous peoples, among others, under the DOLE LIVELIHOOD (KABUHAYAN) PROGRAM, pursuant to the provisions of DO No. 137-14, series of 2014;

WHEREAS, the DOLE-RO No. VI has been given the responsibility to implement the DOLE Livelihood (Kabuhayan) Program to enable the unemployed poor, seasonal and low-wage workers to start individual livelihood or collective enterprise undertakings with the goal of moving them out of poverty and making them productive;

WHEREAS, DOLE-RO No. VI shall implement the foregoing livelihood intervention in the Municipality of Tigbauan, Province of Iloilo, in partnership with LGU Tigbauan as Co-Partner;

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

WHEREAS, the PROPONENT is capable and experienced in implementing the proposed project of LGU Tigbauan, particularly the Reintegration of returning OFWs (Sari-Sari Store Operation Project & Hog Raising Project) and Grant Assistance on Capacity Building on Livelihood for the poor, vulnerable and marginalized workers (*Vegetables Production, Pedicure, Manicure And Foot Spa, Provision Of Fishing Gears For Fisher Folks Project*) located in the Municipality of Tigbauan, Province of Iloilo;

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

**1. RESPONSIBILITES OF THE PARTIES:**

**A. The DOLE-RO VI shall:**

1. Provide the fund assistance to the PROPONENT for working capital of the approved project to be used exclusively for the implementation of the project. Funding assistance may be released in full or in tranches depending on the nature and the need of the project. For releases in tranches, schedule and amount of releases shall be in accordance with related provisions in COA Circulars 94-013 and 2012-001;
2. Provide orientation/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. In case fund assistance includes allocation for acquisition of equipment, as provided under Section B (15) of this MOA, after the period of three (3) years successful implementation of their project, DOLE-RO VI shall execute a Deed of Donation of the equipment in favor of the beneficiaries who shall acknowledge acceptance thereof in the same instrument;
4. Provide technical assistance to the PROPONENT whenever necessary or as may be requested;
5. Monitor and inspect the project implementation of the PROPONENT on a regular basis; verify the financial records and reports of the PROPONENT;
6. Adhere to the accounting and auditing requirements of fund transfers to the proponent per COA Circular 94-013 and 2012-001 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;
7. Demand the refund of unused funds or savings after project completion and the refund of any disallowed amount as a result of financial audit by the DOLE-RO VI and/or the Commission on Audit, as well as issue an Official Receipt (OR) for unexpected balance and the refunded disallowance remitted by the PROPONENT;

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.
9. Repossess the equipment, tools & jigs acquired through the grants in the event of mismanagement or violation of the conditions of the agreement.

***B. The PROPONENT shall:***

1. Implement the approved livelihood project above-mentioned appended hereto as Annex "A", which forms an integral part of this Agreement, in accordance with the approved project objectives, standards, systems and procedures for project implementation, time schedule,
2. Adhere to the DOLE-RO VI Livelihood Program guidelines and procedures as stipulated in DO No. 137-14, series of 2014 and other relevant government regulations;
3. Deposit the check received for the purpose to the authorized depository bank of the Proponent. It shall issue corresponding Official Receipt (OR) to acknowledge funds received from DOLE-RO VI;
4. Procure the necessary working capital indicated in the approved project proposal which may be in the form of raw materials, equipment, and tools and jigs through competitive public bidding and compliance with government accounting and auditing rules and regulations;
5. Keep the DOLE-RO VI informed at least three (3) working days before the actual date of implementation of the project/s as well as the major phases of implementation;
6. Utilize the amount received from DOLE-RO VI solely for the above-mentioned approved project/s and/or for the purpose and line times as specified in the approved project proposals;
7. Shall not use the funds received from DOLE-RO VI for payment of additional compensation or in the creation of new positions or augmentation of salaries of regular personnel of the Proponent, or for other benefits in the form of allowances, incentive pay, bonuses, honorarium or other forms of additional and for purchase of motor vehicles;
8. Any staff hired for the project shall be considered the staff of the Proponent and not of DOLE-RO VI, hence, payment of salaries of the same shall not be sourced from the DOLE-RO VI funds;
9. Shall not use funds for money market placement, time deposit and other forms of investments not related to the project;
10. Return to DOLE-RO VI any unused funds or savings immediately after project completion and any disallowed amount as a result of financial audit by the DOLE-RO VI and/or the Commission on Audit;
11. Allow access to or make available all records and facilities pertaining to the project for the visitorial audit and examination of the DOLE-RO VI and/or COA authorized representative/s
12. Ensure that streamers/banners used in the training (if provided) and signage in the project site shall include the following information to properly inform the public of the project:

*Sponsor* :  
*Name of Project* :  
*ACP* :  
*Beneficiary* :

13. Advise and secure written approval from the DOLE-RO VI any changes/deviations from the approved project proposal;
14. Ensure that the packaging of the produce of the project shall indicate that it is a DOLE-RO VI assisted project;
15. In case fund assistance includes allocation for acquisition of equipment, purchase the necessary equipment indicated in the approved proposal through competitive public bidding and compliance with government accounting and auditing rules and regulations. Deliver the equipment for the exclusive use of the beneficiaries for the implementation of the approved project proposal and to be responsible for the proper storage and maintenance thereof, the cost of which shall be part of the PROPONENT'S equity. DOLE-RO VI shall own the equipment through the issuance of an Acknowledgment Receipt for the Equipment to the PROPONENT who shall acknowledge receipt thereof. DOLE-RO VI, together with the PROPONENT, shall conduct regular inventory of the equipment to determine their physical condition. The DOLE, after the period of three (3) years successful implementation of the project and proper determination that the beneficiary is fully utilizing the equipment in his trade, shall execute a Deed of Donation of the equipment in favor of the beneficiary who shall acknowledge acceptance thereof in the same instrument;
16. Shall secure written approval from DOLE-RO VI for transfer of any equipment from the project site to another location. In case of loss, damage or deterioration, the PROPONENT shall be liable for its money value;
17. Submit monthly progress report on the implementation of the project;
18. Keep and maintain separate financial accounting records for funds received from DOLE-RO VI in accordance with generally accepted accounting principles. Funds shall not be mingled with other funds owned and controlled by the PROPONENT. It shall also maintain a separate record for counterpart contributions/funds such as, but not limited to costs of personnel, office supplies, office space, program funds, which shall be incorporated in the progress/final reports to be submitted to DOLE-RO VI;
19. Submit complete liquidation report (*Report of Disbursement duly verified by Implementing Auditor*) to DOLE-RO VI within thirty (30) days from receipt of the beneficiaries of the grant assistance from PROPONENT together with copies of Credit Notice and/or Notice of Suspension/Disallowance;
20. Utilize the Project Management Team in the Provincial/Municipal/Barangay level to oversee and regularly monitor the projects.

## **II. IMPLEMENTATION AND MONITORING OF THE PROJECT**

The project implementation shall be within thirty (30) to sixty (60) days from release of the fund assistance to the PROPONENT unless delayed for justifiable reason/s. Monitoring of the project covered by this Agreement shall start thirty (30) days from release of the assistance to the beneficiaries for a duration of three (3) years.

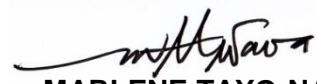
NOW THEREFORE, on motion of **HON. JULIUS T. LEDESMA**, Chairman, Committee on Economic Affairs, Investment and **Labor and Employment** and duly seconded by Hon. Dennis Valencia, Hon. John Gershwin Tueres, Hon. Ariel Bernardo, Hon. Suzette Marie Hilado-Banno, Hon. Neri Camiña, Hon. Ma. Gerrylin Santuyo-Camposagrado, Hon. Jerry Tuares and Hon. Ronnie T. Paguntalan, BE IT

RESOLVED, to manifest intention to avail the DOLE Integrated Livelihood Program for returning Overseas Filipino Workers (OFWs) and Livelihood (Kabuhayan) Program for the poor, vulnerable and marginalized workers and authorizing the Local Chief Executive to enter into and sign a Memorandum of Agreement (MOA) with the Department of Labor and Employment Region VI,

RESOLVED FURTHER, to furnish copies of this Resolution to Hon. Suzette Tenefrancia-Alquisada, Municipal Mayor and to all concerned for their information and/or appropriate action.

APPROVED.

CERTIFIED CORRECT:

  
**MARLENE TAYO-NAVAR**  
S.B. Secretary

ATTESTED:

  
**VIRGILIO T. TERUEL**  
Vice Mayor & Presiding Officer

**HON. VIRGILIO T. TERUEL, LAWYER**  
Municipal Vice Mayor

**Sangguniang Bayan Members:**

Hon. Dennis T. Valencia	Hon. Suzette Marie Hilado-Banno, M.D.	Hon. Ma. Gerrylin Santuyo-Camposagrado, LLB, MPA
Hon. John Gershwin C. Tueres, LLB	Hon. Neri T. Camiña	Hon. Jerry T. Tuares, Civil Engineer
Hon. Ariel I. Bernardo	Hon. Julius T. Ledesma, O.D.	Hon. Ronnie T. Paguntalan (LnB-Pres.)

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