

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 38th REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON SEPTEMBER 20, 2017 AT 2:45 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. SUZETTE MARIE HILADO-BANNO | - S.B. Member                  |
| HON. JULIUS T. LEDESMA          | - S.B. Member                  |
| HON. NERI T. CAMIÑA             | - S.B. Member                  |

### **OFFICIAL BUSINESS:**

*(To attend the PCL 3<sup>rd</sup> National Executive Officer-National Board Meeting and 2<sup>nd</sup> Series of Continuing Local Legislative Education Program at SMX Convention Center, SM Lanang Premier, Davao City, September 18-20, 2017)*

|  |                  |
|--|------------------|
| HON. ARIEL I. BERNARDO                 | - 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:** NONE

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### **Resolution No. 2017-110**

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, ATTY. SUZETTE TENEFRANCIA-ALQUISADA, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN, TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE PHILIPPINE NATIONAL VOLUNTEER SERVICE COORDINATING AGENCY (PNVSCA) FOR THE DEPLOYMENT OF VOLUNTEERS TO ASSIST IN THE IMPLEMENTATION OF WOMEN ON WATERSHED "ALISTO SA" SOLID WASTE MANAGEMENT (WOW as SWM)" IN THE MUNICIPALITY OF TIGBAUAN

WHEREAS, LGU Tigbauan is mandated to serve primarily as a general purpose government for the coordination and delivery of basic, regular and direct services and effective governance of the inhabitants within its territorial jurisdiction;

WHEREAS, PNVSCA is the government agency mandated to coordinate the national volunteer service program in the Philippines and to act as clearing house for international volunteer services;

WHEREAS, the parties have agreed to carry out the protection and conservation of coastal and marine resources for sustainable fisheries management and Women on Watershed "Alisto sa" Solid Waste Management (WOW as SWM) with assistance from the United States Peace Corps (USPC);

WHEREAS, for and in consideration of the foregoing premises, the parties agree to enter into this Memorandum of Agreement subject to the following terms and conditions:

#### **1. PURPOSE**

*This agreement shall promote and support development efforts of LGU Tigbauan for the improvement of conservation and protection of coastal and marine resources in the municipal waters and to optimize involvement of women within Sibalom Baguingin Watershed on Solid Waste Management through school based approach.*

**2. ROLES AND RESPONSIBILITIES OF THE PARTIES**

*In the implementation of this Agreement, the Parties shall be guided by their respective roles and responsibilities as follows:*

**A. LGU Tigbauan shall:**

- a. Provide technical and administrative support services to the volunteers including orientation and continuing guidance on project implementation;*
- b. Assign a project supervisor and counterpart worker/s to closely work with the volunteers;*
- c. Provide administrative support to the volunteers including but not limited to the provision of appropriate work station, access to computing, printing and communication facilities, supplies and material and assistance in providing emergency medical attention;*
- d. Document the outcome of the project, including any good practices that result from this partnership;*
- e. Ensure that during the implementation of the project, LGU Tigbauan shall take into consideration gender issues and rights-based approaches and other related societal issues and concerns including the UN Convention on the Rights of the Child;*
- f. Monitor the volunteers activities and performance including the preparation and submission of reports to PNVSCA; and*
- g. Deal with any claims which may be brought by third party/ies against the volunteers resulting from or in the performance of the duties of the volunteers unless it is established by competent authority or by agreement between the LGU Tigbauan and the USPC that such claims arise from gross negligence or willful misconduct of the volunteers.*

**B. PNVSCA shall:**

- a. Coordinate with LGU Tigbauan and USPC the overall implementation of this Agreement;*
- b. Provide direction on the priorities for volunteers assistance through the Foreign Volunteer Deployment Framework (FVDF);*
- c. Assess the placement, including any replacement of the volunteers and evaluate the outcome of this project and agreement;*
- d. Facilitate the government clearing process for the volunteers who will be deployed in the Philippines, including issuance and extension of visas; and*
- e. Provide technical support in documenting and monitoring and evaluating the volunteers activities and accomplishments.*

**3. DURATION, PLACEMENT and COMMITMENT**

- 1. The volunteers will serve for two (2) years on assigned placement upon swearing in as volunteers in the Philippines;*
- 2. The volunteers shall be dispatched in 13 September 2017;*
- 3. The period of volunteers assignment can be adjusted based on mutual agreement and an assessment of the working conditions and overall progress of the project;*
- 4. The volunteers shall not engage in or accept/ask any outside job or ad-hoc activity during the period of assignment without approval of LGU Tigbauan, USPC and PNVSCA,*

**4. TRANSFER/PRE-TERMINATION OF VOLUNTEER**

*Decisions concerning volunteers transfer, pre-termination and pull-out shall be determined based on consultations among the volunteers, the LGU Tigbauan, USPC and PNVSCA.*

**5. REPLACEMENT AND EXTENSION OF VOLUNTEER**

*In case of pre-termination or extension of volunteers assignment, the volunteers may be replaced or extended upon the request of the LGU Tigbauan to PNVSCA and shall be subject to the agreement and approval of the volunteers, USPC and PNVSCA. The extension of volunteers assignment must be submitted to PNVSCA at least two (2) months before the end of the volunteers present assignment. This is pursuant to Section 33, Title X of PNVSCA Officer Circular No. IV, Series of 2003. This Agreement shall serve as the basis for the extension of the volunteers.*

**6. EFFECTIVITY, AMENDMENT, VALIDITY AND TERMINATION**

1. *This Agreement shall cover a period of two (2) years and shall enter into force effective 13 September 2017;*
2. *Any amendment to or revision of the text of this Agreement shall be done in writing and shall be done upon the mutual consent of the parties;*
3. *This Agreement shall remain in force for the period of volunteers assignment or until either of the Parties notifies the other Party in writing of its intention to terminate the same earlier than the period of volunteers Assignment. The notice of termination shall become effective upon agreement of the parties involved;*
4. *The termination of this Agreement shall not adversely affect any valid or subsisting agreement or undertaking concluded or entered into pursuant to the same with other international volunteer sending organization.*

**7. CONFIDENTIALITY AND DATA PRIVACY**

*During the term of this Agreement and after termination, the Parties shall not disclose any propriety and confidential information relating to programs and activities of this Agreement, including all data that may be received or gathered in the performance of the obligations of the Parties without prior written consent of the others.*

*The parties shall, in the performance of their obligations under this MOA, ensure the privacy and security of any and all confidential, privileged, personal information and/or sensitive personal information that they may have access to, and shall store, use, process and dispose the said privileged personal information and/or sensitive personal information in accordance with Republic Act No. 10173 otherwise known as the "Data Privacy Act of 2012", its Implementing Rules and Regulations and applicable issuances issued by the National Privacy Commission (NPC). This clause shall survive the termination or expiration of this MOA. Any violation of this clause and any of the provisions of the Data Privacy Act and its Implementing Rules and Regulations, by the parties shall be subject to the corresponding sanctions, penalties or fines under the said law without prejudice to any other civil and/or criminal liability, as may be applicable.*

**8. DISPUTE RESOLUTION**

*In the event of any dispute arising out of or related to this MOA, the Parties agreed to settle the same among themselves amicably. All disputes, controversies or claims arising out of or in connection with this Agreement or for breach of any provision hereof which cannot be solved by the parties herein, shall be settled in accordance with P.D. 242 in relation to Section 66, Chapter 14, Book IV of the Administrative Code of 1987 in conjunction with Section 10, Chapter 3, Book VII of the same Code, and the Rules on Alternative Dispute Resolution (ADR) for disputes between National Government Agencies by the Office of the Solicitor general.*

**9. SEVERABILITY**

*If any term or provision of this Agreement shall be declared illegal or invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force.*

**10. WAIVER**

*No failure, omission, or delay of any of the parties in exercising any of its rights, privileges, or remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the party's authorized representative. Such waiver shall be effective only in the specific instance and the purpose for which it was given.*

**11. BINDING EFFECT**

*This Agreement shall be binding on the parties and their successors-in-interest.*

NOW THEREFORE, on motion of HON. JOHN GERSHWIN C. TUERES, *Chairman, Committee on Environmental Protection, Housing, Land Utilization, Zonification, Assessment & Expropriation* and duly seconded by Hon. Dennis T. Valencia, Hon. Suzette Marie Hilado-Banno, Hon. Neri T. Camiña and Hon. Julius T. Ledesma;

RESOLVED, to authorize the Municipal Mayor, Atty. Suzette Tenefrancia-Alquisada, for and in behalf of the Municipality of Tigbauan to Enter into a Memorandum of Agreement with the Philippine National Volunteer Service Coordinating Agency (PNVSCA) for the Deployment of Volunteers to assist in the Implementation of Women on Watershed "Alisto sa" Solid Waste Management (WOW as SWM) in the Municipality of Tigbauan;

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

APPROVED.

**CERTIFIED CORRECT:**



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

**ATTESTED:**



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

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**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."*