

Republic of the Philippines  
Province of Iloilo  
Municipality of Tigbauan  
Office of the Sangguniang Bayan  
Tigbauan Municipal Hall, Tigbauan, Iloilo 5021 Philippines  
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EXCERPT FROM THE MINUTES OF THE 51st REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON DECEMBER 12, 2018 AT 3:10 IN THE AFTERNOON

<b>PRESENT:</b>	
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. JULIUS T. LEDESMA	- S.B. Member
HON. NERI T. CAMIÑA	- S.B. Member
HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO	- S.B. Member
HON. RICKY NULADA	- S.B. Member
HON. JERRY T. TUARES	- Liga President

<b>OFFICIAL BUSINESS:</b>	
HON. DYOSSA MARIE TERUÑEZ	- SKMF President

**ABSENT:** NONE

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**Resolution No. 2018-159**

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, ATTY. SUZETTE T. ALQUISADA, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF TRADE AND INDUSTRY – ILOILO PROVINCIAL OFFICE, FOR THE CREATION OF REGOSYO CENTER IN THE MUNICIPALITY OF TIGBAUAN

WHEREAS, the DTI is the primary coordinative, promotive, facilitative and regulatory arm of the Philippine Government in the area of trade and investment;

**WHEREAS**, Republic Act No. 10644, “*An Act Promoting Job Generation and Inclusive Growth through the Development of Micro, Small and Medium Enterprises*” otherwise known as the “Go Negosyo Act” has been approved last July 15, 2014 and its Implementing Rules and Regulations was approved on December 19, 2014;

**WHEREAS**, the “Go Negosyo Act” aims to foster national development, promote inclusive growth , reduce poverty by encouraging the establishment of micro, small and medium enterprises (MSMEs) that facilitate local job creation, production and trade and bring government services closer to small businesses;

**WHEREAS**, through the “Go Negosyo Act,” the Department of Trade and Industry (DTI), with the support of LGUs and other government agencies, expects to further boost its assistance to MSMEs in other to grow, flourish and intensify the promotion of entrepreneurship in the country;

**WHEREAS**, the Negosyo Center will facilitate building, marketing, human resources and many other aspects of maintaining businesses;

**WHEREAS**, the Program Partner has expressed its willingness to let Negosyo Center use the said space free of charge;

**WHEREAS,** the Program Partner can be a source of competent technical expertise to accelerate the implementation of the program;

**WHEREAS,** the Program Partner is willing to tie up with the Negosyo Center and provide technical or expert advice and other assistance to MSMEs;

**WHEREAS,** for and in consideration of the foregoing premises and of the mutual covenants herein below set forth , the PARTIES bind themselves and agree as follows:

**ARTICLE 1**  
**THE PROGRAM**

*The Negosyo Center’s vision is to nurture the growth of MSMEs and create an attractive framework to MSMEs in dealing with the difficulties in the process of doing business and to alleviate the disadvantage that MSMEs encounter by providing numerous technical services that are useful in fostering innovation and entrepreneurship.*

- 1. **Description:** NESGOSYO CENTER TIGBAUAN
- 2. **Location:** Brgy. 9, Poblacion Tigbauan, Iloilo
- 3. **Beneficiaries:** MSMEs
- 4. **Project Cost:**

Cost Item	DTI	LGU	Total Cost
Office Equipment (Computer, Printer, etc.)	P 172,000.00		P 172,000.00
Utilities			
Furniture and fixtures (signage’s, tables, chairs, mobile drawer, etc.)	P 132, 000.00		P 132, 000.00
Staff support/complement	P 45,000.00	P 99,375.00	P 144,375.00
Promo Collaterals/Advocacy materials	P 8,000.00		P 8,000.00
Launching and marketing	P 28,500.00		P 28,500.00
<b>TOTAL</b>			

**ARTICLE II**  
**OBJECTIVES OF THE PROGRAM**

*The Program aims to achieve the following objectives:*

- 1. *To promote “ease of doing business” and facilitate access to services for MSMEs;*
- 2. *To catalyze MSMEs potential to grow, compete and excel;*
- 3. *To provide a one-stop-shop for services that cater to entrepreneurs’ need in processing requirements to establish a business , and in accessing information essential for their growth; and*
- 4. *To provide business development services to MSME’s a tailored according to their needs.*

**ARTICLE III**  
**ROLES AND RESPONSIBILITIES**

***The Department of Trade and Industry – Iloilo shall have the following obligations:***

- 1. *Through public-private partnership, identify, coordinate and manage linkages with the following:*
  - a. *Existing and prospective partners of Negosyo Center;*
  - b. *Business development service (BDS) providers which will augment the delivery of the four outcome portfolios of MSME Development, that is , Access to Market (A2M), Access to Finance (A2F), Productivity and Efficiency (P&E), and Business Investment Enabling Environment (BIEE);*
- 2. *Provide when necessary, additional technical support to PROGRAM PARTNER and other prospective partners to implement the following:*
  - a. *Jointly, with LGU Tigbauan, prepare and approve a Manual of Operations which shall include, among others, the organizational/functional/structure of the center, procedure for accessing the services of the Center, business plan, communications plan to promote the use of the facility, and reportorial procedures;*
  - b. *Sustainably manage and operate the Center in accordance with the objectives of the “Negosyo Center”; and*
  - c. *Monitor and evaluate the operations of the center, particularly in terms of number of MSMEs assisted.*
- 3. *Promote the services of the Negosyo Center;*

4. *Provide funds for the procurement of office equipment, furniture/fixtures, conduct of trainings and seminars, printing of promotional collaterals, subject to existing procurement budgeting , accounting and auditing rules and regulations; and*
5. *Provide other services that may be necessary to carry-out Negosyo Center functions.*

***The Program Partner shall have the following obligations:***

1. *Provide a space to house the Negosyo Center and construct/renovate the area, together with furniture/fixtures and other equipment, consistent with the prescribed “one look” for all Negosyo Centers in the country subject to existing procurement and COA rules and regulations.*
  - i. *Area - 70 sqm*
  - ii. *Location -- Brgy. 9 Poblacion Tigbauan, Iloilo*
2. *Assign staff who will facilitate the delivery of the services and coordinate related activities with the DTI.*
3. *Operationalize the Negosyo Center and implement the following:*
  - a. *Jointly, with DTI Iloilo, prepare and approve a Manual of Operations which shall include among others , the organizational/functional/structure of the center for accessing the services of the Center, business plan, communications plan to promote the use of the facility, and reportorial procedures;*
  - b. *Identify client-MSMEs to be assisted by the Center;*
  - c. *Establish a data bank which shall be a source of information necessary for market linking, facilitation, project monitoring, research and policy studies and information campaigns;*
  - d. *Propose and organize calendar of events for the center;*
  - e. *Provide DTI Iloilo with report/feedback on each engagement to document impact and effectiveness of the services as well as identify areas for improvement in the provision of assistance ; and*
  - f. *Exercise utmost discretion and confidentiality in their business dealings with MSMEs.*
4. *Promote the services of the Negosyo Center;*
5. *Include in the annual budget of the Office of the Mayor , counterpart funds for the trainings, capacity development and other interventions to achieve the goals of the Negosyo Center;*
6. *Provide technical and professionals support services in the following areas:*
  - o *Business registration;*
  - o *Investment Promotion;*
  - o *Fund accessing; and*
  - o *Networking and linking.*

**ARTICLE IV**  
**OTHER PROVISIONS**

1. *The parties shall exert due diligence and good faith to achieve the objectives of the Program.*
2. *In the event of any dispute arising out of or related to this agreement, the same shall be settled amicably by mutual consultation between the parties. In case the parties fail to amicably settle their dispute, the same shall be resolved through the alternative modes of dispute resolution pursuant to RA 9285 or the “Alternative Dispute Resolution Act of 2004’.*
3. *In the performance of their obligations under this agreement , the parties shall ensure the privacy and security of any and all confidential, privileged, personal and/or sensitive personal information that the parties(and their officers, employees, or agents) may have access to; and shall store , use, process and dispose the said confidential, privileged, personal and or sensitive personal information in accordance with Republic Act 10173 otherwise known as the “Data Privacy Act of 2012”, and its Implementing Rules and Regulations (IRR) and applicable issuances issued by the National Privacy Commission (NPC). This clause shall survive the termination or expiration of this agreement . Any violation of this clause and any of the provisions of the Data Privacy Act and its IRR by the parties (and their officers ,employees or agents) 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.*
4. *No failure, omission, or delay by any of the parties in exercising any of its rights, privileges or remedies hereunder or under any statute shall operate as a waiver thereof. Any waiver, however, shall not be valid unless made in writing and signed by the parties or their authorized representative, and such waiver shall be effective only in the specific instance and the purpose for which it was given.*
5. *This agreement must not be in conflict with existing laws, legal orders, procedures or rules and regulations, otherwise the pertinent provision/s violating or conflicting with said existing laws, legal orders, procedures or rules and regulations will be void. If any provision of this agreement is held invalid or declared contrary to law, the validity of the other conditions or provisions shall not be affected.*

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 T. Valencia, Hon. John Gershwin C. Tueres, Hon. Ariel I. Bernardo, Hon. Neri T. Camiña, Hon. Suzette Marie Hilado-Banno and Hon. Jerry T. Tuares;

RESOLVED, to authorize the Municipal Mayor, Atty. Suzette T. Alquisada, for and in behalf of the Municipality of Tigbauan to enter into a Memorandum of Agreement with the Department of Trade and Industry – Iloilo Provincial Office, for the creation of Negosyo Center in the Municipality of Tigbauan,

RESOLVED FURTHER, to furnish copies of this Resolution to Hon. Mayor Suzette Tenenfrancia-Alquisada, to the DTI Provincial Director Diosdado P. Cadena Jr., 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

HON. VIRGILIO T. TERUEL, LAWYER  
Municipal Vice Mayor

Sangguniang Bayan Members:

Hon. Dennis T. Valencia	Hon. Suzette Marie Hilado-Banno, <i>M.D.</i>	Hon. Ma. Gerrylin Santuyo-Camposagrado, <i>LLB,MPA</i>
Hon. John Gershwin C. Tueres, <i>LLB</i>	Hon. Neri T. Camiña	Hon. Ricky T. Nulada
Hon. Ariel I. Bernardo	Hon. Julius T. Ledesma, <i>O.D.</i>	Hon. Jerry T. Tuares, (LnB-Pres.)- <i>Civil Engineer</i>
		Hon. Dyossa Marie Teruñez (SKMF-Pres.)

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