



OFFICE OF THE SANGGUNIANG BAYAN

**EXCERPT FROM THE MINUTES OF THE 89TH REGULAR SESSION OF THE
TENTH SANGGUNIANG BAYAN OF LA LIBERTAD, ZAMBOANGA DEL NORTE HELD AT
THE SANGGUNIANG BAYAN SESSION HALL ON APRIL 26, 2021**

PRESENT: Hon. Alvin G Zamora Municipal Vice Mayor, *Presiding Officer*
Hon. Elmer C. Hangcan SB Member, *Presiding Officer Pro-Tempore*
Hon. Exequiel M. Molavizar SB Member, *Majority Floor Leader*
Hon. James Z. Sarenas SB Member, *Minority Floor Leader*
Hon. Ricky R. Cuenca SB Member
Hon. Ramil M. Tuba-on SB Member
Hon. Adamson T. Sumaoy SB Member
Hon. Floripinas T. Saren SB Member
Hon. Ben B. Omalsa SB Member
Hon. Felmer B. Ligutom Ex-Officio SB Member, *SK Pederasyon President*
Hon. Alton A. Mayonila Ex-Officio SB Member, *Liga ng mga Barangay President*

ABSENT: None

RESOLUTION NO. 2020-034

AUTHORIZING HONORABLE MAYOR ROMEO J. MEJIAS, THIS MUNICIPALITY, TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) BY AND BETWEEN THIS LOCAL GOVERNMENT UNIT AND THE DEPARTMENT OF LABOR AND EMPLOYMENT REGIONAL OFFICE NO. 9 FOR THE IMPLEMENTATION OF THE TULONG PANGHANAPBUHAY SA ATING DISPLACED/DISADVANTAGED (TUPAD) WORKERS PROGRAM, AND TO SIGN PERTINENT DOCUMENTS RELATIVE THERETO

WHEREAS, the Department of Labor and Employment (DOLE) will provide assistance to the displaced workers under its Tulong Panghanapbuhay sa ating Displaced/Disadvantaged (TUPAD) Workers Program;

WHEREAS, the DOLE will provide 100% wage for the community work rendered for a period of 15 days;

WHEREAS, the PESO will implement the said program and prepare pertinent papers, in accordance with the approved program objectives, standards systems and procedures for implementation;

WHEREAS, this local government unit have agreed to support the realization of the TUPAD Program for the benefit and interests of its own constituents;

WHEREFORE, on motion of Honorable Floripinas T. Saren, duly seconded by Honorable Elmer C. Hangcan, it was

RESOLVED, as this body hereby resolved, to authorize Honorable Mayor Romeo J. Mejias to enter into a Memorandum of Agreement by and between this Local Government Unit and the DOLE for the implementation of the TUPAD Program, and to sign pertinent documents relative thereto.

CARRIED and ADOPTED this 26th day of April, 2021.

CERTIFYING to the correctness of the above Resolution.


MA. VILLA WALDOJESA
Secretary to the Sangguniang Bayan

ATTESTED TO BE DULY ADOPTED:


ALVIN G. ZAMORA
Municipal Vice-Mayor
Presiding Officer

April 20, 2021

ATTY. ROY L. BUENAFE
Regional Director
Department of Labor and Employment
Regional Office No. IX
Zamboanga City

Dear **Director Buenafe**:


This is to signify our intent to avail of assistance under the Tulong Panghanapbuhay sa Ating Displaced/Disadvantaged Workers (TUPAD) Program for **131 beneficiaries** who are underemployed/self-employed/displaced workers in **Municipality of La Libertad , Province of Zamboanga del Norte** whose livelihoods were affected by the Corona Virus Disease 2019 (COVID 19) pandemic, with funding requirement of **P674,126.00**.

We have attached the copy of the TUPAD Work Program (Enhanced OSEC-FMS Form No. 3) relative to our request.

Should you have queries/concerns relative to our application, our office may be reached thru the following contact details, 0907 - 804 - 2806.

Thank you and we look forward to your favorable consideration of this request.

Respectfully yours,


ROMEO J. MEJIAS
Municipal Mayor

MEMORANDUM OF AGREEMENT
TUPAD Program

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) made and entered into by and between:

The **DEPARTMENT OF LABOR AND EMPLOYMENT REGIONAL OFFICE No. 9**, a government office existing by virtue of the laws of the Republic of the Philippines with principal office address at Cortez Bldg., Dr. Evangelista St., Sta. Catalina, Zamboanga City, represented herein by its Regional Director, **ATTY. ROY L. BUENAFE**, and herein referred to as **DOLE-RO 9**; and

The **LOCAL GOVERNMENT UNIT OF LA LIBERTAD**, with principal addresses at the Municipality of La Libertad, Zamboanga del Norte represented herein by Its Municipal Mayor **ROMEO MEJIAS**, herein referred to as **PROPONENT ACP or PROPONENT BENEFICIARY**.

-WITNESSETH-

WHEREAS, it is the National Government's policy to implement poverty alleviation project in all regions;

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 provides assistance to help displaced or to be displaced workers in coping with the closure or slowing down of operations of companies as a result of economic disruptions and/or the occurrence of natural disasters, calamities, or armed conflicts that affect their economic base and to augment the meager income of the underemployed and seasonal workers under its **TULONG PANGHANAPBUHAY SA ATING DISPLACED/DISADVANTAGED (TUPAD) WORKERS PROGRAM**, pursuant to the provisions of DO No. 219, series of 2020;

WHEREAS, the **DOLE-RO No. 9** has been given the responsibility to implement the TUPAD Program to enable the displaced workers, underemployed and seasonal workers to engage in short-term community works to provide them with temporary wage employment for a period of 15 days;

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

signed

NOW, THEREFORE, 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:

I. RESPONSIBILITIES OF THE PARTIES

A. The DOLE-RO NO. 9 shall:

1. Provide the following package of services:
 - a) 100% wage for work rendered based on prevailing minimum wage in the region;
 - b) Orientation on safety and health thru dissemination of brochures or Audio Visual Presentation;
 - c) Orientation on financial literacy thru dissemination of brochures or Audio Visual Presentation; (to be provided either by DOLE or ACP)
 - d) Personal Protective Equipment (PPE) such as TUPAD t-shirt (c/o DOLE); and
(Other PPEs may be provided in case of hazardous work as specified in OSH Standards, S1989) (to be provided either by DOLE or ACP)
 - e) Micro-insurance
 - f) Downloading of funds by DOLE to Proponent / Accredited Co-Partner in the amount of **Six hundred Sixty six thousand seven hundred ninety Pesos (P666,790.00)**.
2. Provide orientation/briefing to the Local Government Unit of La Libertad prior to issuance of fund assistance to ensure that both the technical and administrative concerns relative to the Project are adequately addressed;
3. Monitor and inspect the project implementation on a regular basis; verify the liquidation reports and authenticity of payroll of the Local Government Unit of La Libertad;
4. Adhere to the accounting and auditing requirements of fund transfers to the Proponent per COA Circular 2007-001 and 2012-001.
5. 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 and/or the Commission on Audit, as well as issue an Official Receipt (OR) for the refunded

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unexpended balance or disallowance remitted by the Local Government Unit of La Libertad;

6. Issue Certificate of Completion of the project to the proponent.
7. 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 Local Government Unit of La Libertad

II. The PROPONENT ACP shall:

1. Identify community work projects and engage the beneficiaries for the period of 15 days starting from _____ to _____, specifically in Municipality of La Libertad, Province of Zamboanga del Norte;
2. Provide equity or counterpart equivalent to twenty percent (20%) of the total project cost in the amount of P168, 531.50.
3. Adhere to the TUPAD Program guidelines and procedures as stipulated in DO No. 219-2020, and other relevant government regulations;
4. Implement the TUPAD Program based on the approved project proposal which forms as an integral part of this Agreement, in accordance with the approved program objectives, standards, systems and procedures for implementation, time schedule, as well as the attached approved work program
5. Deposit the check received for the purpose to their respective authorized depository banks. It shall issue corresponding Official Receipt (OR) in acknowledgement thereof;
6. Keep the DOLE informed at least three (3) working days before the actual date of implementation of the project.
7. Utilize the amount received from DOLE solely for the approved project/s and/or for the purpose and line items as specified in the approved project proposals;
8. Shall not use the funds received from DOLE for payment of additional compensation or in the creation of new positions or augmentation of salaries of regular personnel of ACP officers and members/employees, or for other benefits in the form of allowances, incentive pay, bonuses, honorarium or other forms of additional compensation, and for purchase of motor vehicles;

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9. Keep and maintain separate subsidiary record for the project funds.
10. Submit to DOLE the required worker's profile and duly audited liquidation reports with supporting documents such as payroll, pictures, certificate of project completion and attendance sheet/DTR with in sixty (60) days upon completion of the project.
11. Return to DOLE any unused funds or savings immediately after project completion and any disallowed amount as a result of financial audit by the DOLE and/or the Commission on Audit;
12. Allow access to or make available all records and facilities pertaining to the project for the visitorial audit and examination of the DOLE and/or COA authorized representative/s; and
13. Prepare a separate proposal and MOA for the provision of skills and entrepreneurship training (if to be provided, based on the willingness of beneficiaries).

III. MODIFICATION/AMENDMENT AND EFFECTIVITY

- a) Any modification/amendment to this Agreement shall be subject to the mutual consent of the parties hereto;
- b) Any deviation from the approved project proposal shall require approval from the Regional Director. In case of unauthorized deviations, the PROPONENT shall be obliged to return any unutilized portion of the financial assistance without need of prior demand from DOLE.
- 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.

IN WITNESS WHEREOF, the parties have hereunder affixed their signatures this ____ day of _____, 20_____.

DEPARTMENT OF LABOR AND EMPLOYMENT
REGIONAL OFFICE No. 9

LOCAL GOVERNMENT UNIT OF LA LIBERTAD
La Libertad, Zamboanga del Norte

By:

By:

ATTY. ROY L. BUENAFE
Regional Director


ROMEO MEJIAS
Municipal Mayor

Signed in the Presence of:

LOURDES B. AMORES
Chief LEO/FO Head


CHARLENE B. ZAMORA
PESO Manager

Subject to Availability of Funds: (General Fund)

MA. RENELIA GENEVIEVE L. HAMOY
Chief Accountant

ACKNOWLEDGMENT

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REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BEFORE ME, in the City of _____, this _____ day of _____
20____, personally appeared the following:

NAME	VALID IDENTIFICATION CARD/NUMBER	DATE/PLACE OF ISSUE
1. ATTY. ROY L. BUENAFE		
2. ROMEO MEJIAS	CRN-021-1364-9907-6	
3.		

All known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged before me that the same is their free and voluntary act and deed as well as those of the entities they represent.

Said instrument refers to a Memorandum of Agreement consisting of _____ pages including this page of acknowledgement, signed by the parties and their witnesses and sealed with my notarial seal.


NOTARY PUBLIC

Book No. _____;
Doc. No. _____;
Page No. _____;
Series of 20 _____.

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