

RESOLUTION NO. 2021-048
Series 2 0 2 1

Page - t w o -

BE IT RESOLVED, as it is hereby resolved, to ratify the Memorandum of Agreement entered into by and between the Department of Labor and Employment (DOLE), Regional office No. V, relative to the implementation of "Tulong Panghanapbuhay sa Ating Displaced/Disadvantaged (TUPAD) Workers.

LET COPIES of this resolution be furnished His Honor, the City Mayor, the Department of Labor and Employment (DOLE), and the METRO-PESO for their information.

UNANIMOUSLY APPROVED.
Adopted: January 19, 2021

Xxx

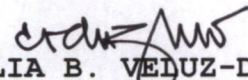
xxx

xxx

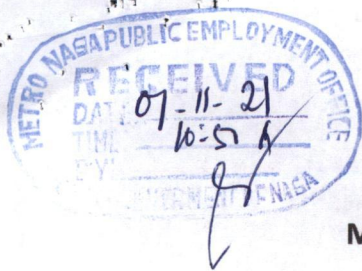
WE HEREBY CERTIFY to the correctness of the foregoing resolution.



GIL A. DE LA TORRE
Secretary to the
Sangguniang Panlungsod



CECILIA B. VEDUZ-DE ASIS
City Vice Mayor
& Presiding Officer



CITY MAYOR'S OFFICE
CN: 21-61-11-1111-011
RECEIVED BY: _____

ANNEX K

MEMORANDUM OF AGREEMENT (Version 2)
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. V**, a government office existing by virtue of the laws of the Republic of the Philippines with principal office address at **DOLE Building, Doña Aurora Street, Old Albay, Legazpi City**, represented herein by its Regional Director, **JOEL M. GONZALES**, and herein referred to as **DOLE-RO5**; and

The City Government of Naga, with principal addresses at City Hall, J. Miranda Avenue, Concepcion Pequeña, Naga City represented herein by its **ATTY. NELSON S. LEGACION**, 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. 173 series of 2017 and DO 219, series of 2020;

WHEREAS, the **DOLE-RO No. 5** 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 sixteen (16) days and thirty-one (31) minutes;

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

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. 5 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;
 - 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)
 - e) Micro-insurance
2. Provide orientation/briefing to the PROPONENT 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 PROPONENT;
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 unexpended balance or disallowance remitted by the PROPONENT;
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 PROPONENT.



II. The PROPONENT ACP shall:

1. Identify community work projects and engage the beneficiaries for the period of sixteen (16) days and thirty-one (31) minutes starting from December 14, 2020 to January 7, 2021, specifically in the City of Naga, Province of Camarines Sur;
2. Provide equity or counterpart equivalent to twenty percent (20%) of the total project cost.
3. Adhere to the TUPAD Program guidelines and procedures as stipulated in D.O. No. 173-17 and D.O. 219-2020, and other relevant government regulations;
4. Implement the TUPAD Program based on the approved Work Program 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 Work Program;
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;
9. Keep and maintain separate subsidiary record for the project funds.
10. Submit to DOLE the required worker's profile and stamped received liquidation reports with supporting documents such as payroll, pictures, certificate of project completion and attendance sheet/DTR.
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 Work Program 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 **DEC 30 2020** day of _____, 20____.

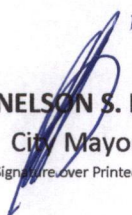
**DEPARTMENT OF LABOR AND EMPLOYMENT
REGIONAL OFFICE No. 5**

**LOCAL GOVERNMENT UNIT OF _____
or Accredited Co-Partner**

By:



JOEL M. GONZALES
Regional Director
(Signature over Printed Name)

By:


ATTY. NELSON S. LEGACION
City Mayor
(Signature over Printed Name)

Signed in the Presence of:


ANA CHRISTINE S. SORIANO
PFO Head
Witness
(Signature over Printed Name)


FLORENCIO T. MONGOSO, JR. CSEE
Department Head II and Metro PESO Manager
Witness
(Signature over Printed Name)

Subject to Availability of Funds: (General Fund)


ANGELICA JOY LEYVA-NAPOLIS
(Signature over Printed Name)
Chief Accountant

ACKNOWLEDGMENT

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

BEFORE ME, in the City of CITY OF LEGAZPI, this DEC 30 2020 day of _____ 20____, personally appeared the following:

NAME	VALID IDENTIFICATION CARD/NUMBER	DATE/PLACE OF ISSUE
1. DIRECTOR JOEL M. GONZALES	Professional Driver's License No: MO1-94-041817	
2. ATTY. NELSON S. LEGACION City Mayor	Professional Driver's License No. E04-98-049053	Naga City

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~~
NOTARY PUBLIC
 Until Dec 31 2020
 PTR No. 9085793 01/02/2020
 IBP No. 103383 01/03/2020
 Rel. of ATTY No. 32829
 2nd Floor Peason Bldg.
 Cabangan, Legazpi City

Book No. 26 ;
 Doc. No. 45 ;
 Page No. 10 ;
 Series of 2020 .