



Republic of the Philippines
PROVINCE OF ZAMBOANGA DEL NORTE
Municipality of Siayan



OFFICE OF THE SANGGUNIANG BAYAN

**EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG BAYAN OF SIAYAN,
ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE 2ND DAY OF SEPTEMBER 2024.**

PRESENT:

Hon. Raul P. Dominise, Presiding Officer Pro-Tempore
Hon. Daisy A. Limbang, Majority Floor Leader
Hon. Roel J. Fabiran,
Hon. Wencito B. Intoy,
Hon. Billynel C. Catig,
Hon. Estrella S. Zapatos, Minority Floor Leader
Hon. Maria Gina Z. Atay, LIGA President
Hon. Josecor S. Gepolongca, Presiding Officer
Hon. Wilfredo A. Siasico, Asst. Majority Floor Leader
Hon. Rey L. Anugon
Hon. Dave F. Labadlabad, SK Fed. President
Hon. Johnny C. Anugon, Sr. IPMR

Sangguniaing. Bayan Member

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Municipal Vice Mayor

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ABSENT:

None

**"RESOLUTION NO. 189
Series of 2024**

RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE REPRESENTED BY HON. MUNICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) WITH SWEET FAITH DIAGNOSTIC LABORATORY, REPRESENTED BY ITS CEO, CLYTIE SATORE MOLATE FOR THE CONDUCT OF RANDOM DRUG TESTING FOR LGU OFFICIALS AND EMPLOYEES OF THE LOCAL GOVERNMENT UNIT.

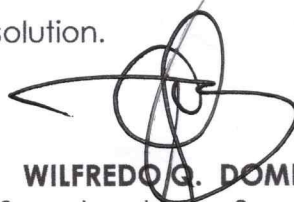
WHEREFORE, premised of the foregoing consideration, and on motion of Hon. Daisy A. Limbang, duly seconded by Hon. Wencito B. Intoy and Hon. Dave F. Labadlabad, it was

RESOLVED, as this body hereby resolved by **AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE REPRESENTED BY HON. MUNICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) WITH SWEET FAITH DIAGNOSTIC LABORATORY, REPRESENTED BY ITS CEO, CLYTIE SATORE MOLATE FOR THE CONDUCT OF RANDOM DRUG TESTING FOR LGU OFFICIALS AND EMPLOYEES OF THE LOCAL GOVERNMENT UNIT.**

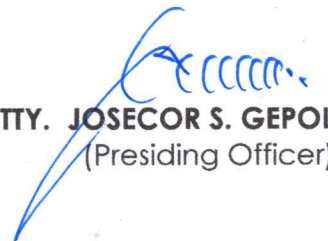
RESOLVED FINALLY, to furnish copies of this resolution to all offices concerned for information and appropriate action.

Carried unanimously"

I HEREBY CERTIFY to the correctness of the foregoing Resolution.


WILFREDO Q. DOMPALES
Secretary to the Sanggunian

**CERTIFIED CORRECT
AS TO ITS PASSAGE:**


ATTY. JOSECOR S. GEPOLONGCA
(Presiding Officer)

APPROVED:


ALBERTO J. BONGCAWEL
Municipal Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: JUN 15 2022 This memorandum of agreement is made and entered into this 2022, by and between:

The LOCAL GOVERNMENT UNIT OF SIAYAN, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address at Siayan Proper, Siayan, Zamboanga del Norte represented hereinafter by HON. ALBERTO J. BONGCAWEL hereinafter referred to as the "FIRST PARTY;"

-and-

SWEET FAITH DIAGNOSTIC LABORATORY, a private agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address at MABINI ST. POBLACION, SINDANGAN, ZAMBOANGA DEL NORTE, represented herein by its CEO, CLYTIE SATORRE MOLATE, hereinafter referred to as the "SECOND PARTY."

WITNESSETH

WHEREAS, the FY 2024 Annual Procurement Plan of the FIRST PARTY includes the Project, Conduct of Random Drug Testing for LGU Siayan Officials and Employees, with an Approved Budget for the Contract of P _____;

WHEREAS, the FIRST PARTY determined the need to engage with an authorized health facility to conduct random drug testing among LGU Siayan officials and employees pursuant to the result of the MADA Committee hearing on July 12, 2024;

WHEREAS, the SECOND PARTY represents a reputable screening drug testing laboratory duly accredited by the Department of Health

WHEREAS, the SECOND PARTY offers its drug testing services to the FIRST PARTY for the latter's drug testing requirements in its pursuit of safety in workplaces and wellness of their employees

WHEREAS, the FIRST PARTY and the SECOND PARTY, as the Servicing Agency, agree to undertake the Agency-to-Agency Agreement for the conduct of the Project, subject to the terms and conditions provided hereunder,

NOW, THEREFORE, the FIRST PARTY accepts the offer of the SECOND PARTY subject to the following terms and conditions:

Draft purposes only

A. GENERAL PROVISIONS

That the SECOND PARTY shall conduct drug re-testing, and confirmatory testing of FIRST PARTY's employees for a fee of three hundred and fifty pesos for re-testing (Php 350), and one thousand five hundred pesos for confirmatory testing and shipping fee (Php 1,500) per head for five parameters (Methamphetamine, Tetrahydrocannabinol, Cocaine, Opiates, MDMA [Multi panel drugs]).

That for "Drug Test in Workplace", the FIRST PARTY shall provide transportation and meals/snacks to the SECOND PARTY's personnel.

That for "Drug Test in Workplace", the SECOND PARTY shall obtain the official list of employees from Authority of the FIRST PARTY at the start of the tests that shall form part of the documents to be submitted to the FIRST PARTY.

That for "Drug Test in Workplace", both parties agree to set a definite time as to the completion of the tests and any employee arriving beyond the stated time shall not be tested.

That the SECOND PARTY is obliged to keep the schedule or plan of "Drug Test in Workplace" confidential at all times

That the SECOND PARTY shall ensure it has available qualified personnel to conduct drug tests and that it has sufficient and ample stocks of drug test kits.

That the SECOND PARTY shall ensure its drug test kits are not expired and are fully capable of determining or detecting drug intake by the employee

That all positive screening drug test result shall be subjected to confirmatory analysis to be done by the SECOND PARTY and result of which shall be made known to the FIRST PARTY immediately after the release of the results of the confirmatory tests.

That result of tests shall be made known to the Authority of the FIRST PARTY, especially if there are positive results. A copy which shall be forwarded to the FIRST PARTY.

That the SECOND PARTY is obliged to report to the FIRST PARTY any employee who offers gifts, monetary considerations or any favor in order to mitigate or alter the results of the tests.

That both parties agree that testing can be suspended due to natural disaster, earthquake, floods, volcanic eruption civil arrest and any other emergencies.

That the SECOND PARTY reserved the right to refuse testing should the SECOND PARTY's personnel are in any danger or there is reasonable threat to their life or safety.

Draft purposes only

It is agreed that there is no employer-employee relationship between the FIRST PARTY'S personnel on one hand and the SECOND PARTY on the other hand.

Either Party shall hold the other free and harmless against, and shall indemnify the other from, any complaint, or liability arising from its failure to comply with its promise or obligations under this AGREEMENT,

The Parties agree that this MOA, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the Parties are included in this MOA, except as set forth herein.

That this Agreement shall become effective from the date of its signing and shall continue until _____. The period for the performance of the obligations under this MOA shall not go beyond the validity of the appropriation for this Project.

B. GOVERNING LAW

This MOA shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any action to enforce or interpret this MOA shall be brought in the courts of the _____ to the exclusion of all other courts.

C. DISPUTE SETTLEMENT

All disputes, controversies or claims arising out of or relating to this Agreement shall first be mutually resolved by the parties. Unresolved disputes or issues shall be resolved before the Office of the Solicitor General pursuant to the Rules on Alternative Dispute Resolution for Disputes between National Government Agencies.

D. GOOD FAITH

The Parties shall act in good faith with respect to each other's rights under this MOA and to adopt all reasonable measures to ensure the realization of the objectives of this MOA.

E. NON-WAIVER OF RIGHT

The failure of either party to enforce any provision of this MOA shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this MOA.

F. CONFIDENTIALITY OF INFORMATION

The Parties shall not divulge or disclose to third persons any information obtained in the course of this MOA. Any disclosure shall be subject to the written consent of the Parties Concerned.

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In the performance of its obligations under this MOA, therefore, the Parties hereby agree to observe all relevant provisions of the Data Privacy Act of 2012 (Republic Act No. 10173), its implementing rules and regulations, and all relevant issuances of the National Privacy Commission.

G. SEPARABILITY

If any provisions of this MOA shall be held to be in valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this MOA is invalid or unenforceable, by limiting such provision shall be deemed to be written, construed, and enforced as so limited.

H. PARAGRAPH HEADINGS

The titles to the paragraphs of this MOA are solely for the convenience of the Parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this MOA.

Draft purposes only