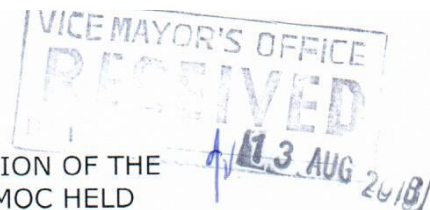


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FOURTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON AUGUST 09, 2018

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Vincent L. Rama,	SP Member, Majority Floor Leader
Tomas R. Serafica,	SP Member, Asst. Majority Floor Leader
Benjamin S. Pongos, Jr.,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
Gregorio G. Yrastorza III,	SP Member
Nolito M. Quilang,	SP Member
John Eulalio Nepomuceno O. Aparis II,	SP Member
	Minority Floor Leader
Lea Doris C. Villar,	SP Member, Asst. Minority Floor Leader
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc
Jasper C. Yerro,	Ex-Officio SP Member, Chapter President, Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON LEAVE:

Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
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RESOLUTION NO. 2018-197

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR
TO ENTER INTO AND SIGN THE SPECIFIC
IMPLEMENTATION AGREEMENT (SIA) FOR AND IN
BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC
(LGU-ORMOC) WITH THE DEPARTMENT OF SOCIAL
WELFARE AND DEVELOPMENT FIELD OFFICE VIII (DSWD
FO VIII) FOR THE IMPLEMENTATION OF THE DSWD
SUSTAINABLE LIVELIHOOD PROGRAM (SLP).**

WHEREAS, the 14th Sangguniang Panlungsod was in receipt of an indorsement from the Office of the City Mayor dated July 18, 2018, requesting the passage of a resolution granting authority to the City Mayor Richard I. Gomez, MBA or on his absence the Acting City Mayor, to enter into and sign a Specific Implementation Agreement (SIA), for and on behalf of the Local Government Unit of Ormoc (LGU-ORMOC) with the Department of Social Welfare and Development Field Office VIII (DSWD FO VIII) relative to the implementation of the Sustainable Livelihood Program (SLP);

WHEREAS, it has been set by the initiatives of the United Nations in the Sustainable Development Goals (SDG) on decent work and economic growth to "Promote sustained, inclusive, and sustainable economic growth, full and productive employment and decent work for all";

WHEREAS, Philippines as one of the member states of UN has set to accept the obligations contained in its charter and its initiatives such as the SDG;

WHEREAS, it is imperative for the Philippines to launch anti-poverty initiatives and social reform agenda to alleviate the perennial problems of poverty and unemployment;

WHEREAS, the Sustainable Livelihood Programs was developed to cease cash transfer at some point to household which have economically active persons to release funds to support new household as well as avoiding the so called "dependency syndrome";

WHEREAS, it the Philippine Government had developed in recent years programs, projects and activities to link the targeted eligible recipients of the cash transfer program for SLP intervention and eventually capacity building to sustainable livelihood development options;

WHEREAS, copies of the subject general MOA and SIA are herein attached that lays out the social preparation stage, resource mobilization, project implementation and participant mainstreaming as specific responsibilities of the contracting parties;

WHEREAS, the City of Ormoc recognizes its role in ensuring the success of nationally-driven PPAs most notably that which addresses the needs of the poor under its jurisdiction;

WHEREAS, Section 22 (c) Republic Act No 7160, otherwise known as the Local Government Code of 1991, provides that contract may be entered into by the Local Chief Executive in behalf of the local government unit without prior authorization by the Sanggunian concerned;

WHEREAS, on a letter dated July 11, 2018, the City Legal Officer has reviewed the subject draft SIA against the provisions of the general MOA and finds nothing legally objectionable thereto and for the indorsement of the same to the Sangguniang Panlungsod authorizing the City Mayor to sign the same;

WHEREAS, upon close and thorough review, this Sanggunian, finds that the MOA is not contrary to law and existing contracts, and that the purpose of said project is aimed at developing and implementing social protection programs that will address the needs of its people, addressing poverty and responsive to national social reform agenda;

WHEREFORE, on joint motion of SP Member Vincent L. Rama, Chairman-Committee on Social Welfare, Senior Citizens and Persons With Disability and SP Member Benjamin S. Pongos, Jr., Chairman-Committee on Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Gregorio G. Yrastorza III, Nolito M. Quilang, John Eulalio Nepomuceno O. Aparis II and Jasper C. Yerro; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE SPECIFIC IMPLEMENTATION AGREEMENT (SIA) FOR AND IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE VIII (DSWD FO VIII) FOR THE MPLEMENTATION OF THE DSWD SUSTAINABLE LIVELIHOOD PROGRAM (SLP);

ADOPTED, August 09, 2018.

RESOLVED FURTHER, that a copy of the final and notarized Specific Implementation Agreement (SIA) be submitted to the Sangguniang Panlungsod of Ormoc City for its information and files;

RESOLVED FINALLY, that copies of this resolution be furnished each to the City Mayor, the City Administrator, City Legal Officer, City Social Welfare and Development Office, the Department of Social Welfare and Development Regional Field Office VIII, through its Regional Executive Director, Restituto Macuto, the OIC-City Director of DILG and all other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. CO HAT
(OIC - SP Secretary)
Supervising Administrative Officer

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer

SPECIFIC IMPLEMENTATION AGREEMENT

By virtue of the General Memorandum of Agreement (General MOA) signed by and between the Department of Social Welfare and Development FO VIII (DSWD FO VIII) and the Local Government Unit (LGU) of ORMOC CITY in _____, _____; and for consistency in the execution of the arrangements to be carried out under the said General MOA, this Specific Implementing Agreement (SIA) is hereby created, signed and issued for circulation to all those who are involved in the implementation of ***DSWD's Sustainable Livelihood Program (SLP)***.

I. OBJECTIVES

General

To provide guidelines to effect the General MOA signed by the DSWD FO VIII and LGU ORMOC CITY for the implementation of SLP in the City/Municipality of ORMOC.

Specific

- To properly implement DSWD's SLP in the locality/ies;
- To ensure eligibility and appropriateness of projects, areas and program participants to be covered by the program;
- To ensure sustainability of all or any support interventions provided by SLP in the different communities;
- To formulate and implement institutional agreements between DSWD FO VIII and LGU ORMOC CITY consistent with the policies and strategies of the DSWD's SLP;
- To strengthen ties of DSWD's cooperation with the LGUs on poverty reduction through SLP.

II. IMPLEMENTATION ARRANGEMENTS

Unless otherwise specified, all projects and activities of the SLP to be implemented in the municipality of ORMOC CITY shall be jointly conducted by DSWD FO VIII and LGU ORMOC CITY. In consistency with the General MOA and to realize the objective of the same, following are the specific roles and responsibilities of the respective agencies in every stage of SLP implementation:

General Responsibilities:

1. The LGU shall designate at least one (1) Livelihood Worker who shall assist the SLP Field PDOs in all stages of program implementation i.e. *pre-implementation, social preparation, resource mobilization, project implementation, and participant mainstreaming*.
2. The LGU shall provide a modest working space for the SLP Field PDOs to include, if available, furniture and fixtures such as tables and chairs at the minimum.
3. The LGU may create a Local Technical Working Group (LTWG) which shall serve as the technical coordinating body of the LGU that shall provide technical assistance to the SLP Field PDOs.
4. The LGU may allocate funds to support the activities and the projects to be identified by the program participants.
5. The LGU shall provide, if available, other necessary administrative and logistical support in the course of projects/activity implementation; and ensure the safety and security of SLP Field PDOs and other SLP field workers in the area.
6. The LGU may create and enforce local ordinances that facilitate program implementation and mainstreaming of projects developed under the SLP.

7. The DSWD-SLP shall ensure optimal coordination, collaboration and communication with the LGU for a cohesive program implementation. At all times, the SLP Field PDOs shall provide the LGU updates on SLP implementation.
8. The DSWD SLP shall provide overall guidance on the standard SLP guidelines and implementation process.

Specific Responsibilities

1. Pre-Implementation Stage

DSWD	LGU
<ul style="list-style-type: none"> • Orient the LGU and other concerned government agencies and CSOs in the locality on SLP’s policies and processes on program implementation • Collect and analyse data for the project area and participant identification • Confirmation of identified project areas and participants 	<ul style="list-style-type: none"> • Ensure the availability of all concerned officials and/or technical personnel during the conduct of SLP orientation and other activities such as the identification of project barangays • Assign a Livelihood Worker who will assist the implementing PDO • Coordinate with the identified barangays for the conduct of SLP assemblies and securing of Barangay Resolution for their commitment to support SLP • Mobilize the various offices of the LGU such as the Municipal Planning and Development Office and Enterprise/Livelihood Office to assist the SLP PDO in the analysis of the information gathered • Ensure attendance of the members and officers of the C/MIAC and other concerned officers and staff of the LGU during coordination, validation and consultation meetings and other activities for the final confirmation of the identified project areas, project and participants

2. Social Preparation Stage

DSWD	LGU
<ul style="list-style-type: none"> • Present or provide copy to the LGU the final list of confirmed project participants eligible for SLP intervention and that eventually undergo capacity building 	<ul style="list-style-type: none"> • Mobilize the LTWG, if available, and or other technical staff to assist in the conduct of capacity building and community/group organizing activities of the implementing PDO

DSWD	LGU
<ul style="list-style-type: none"> • Conduct the basic livelihood trainings (BLT) • Organize the SLP Associations • Share with the LGU the update reports and documentation of social preparation activities conducted in the localities 	<ul style="list-style-type: none"> • Assign proper resource persons in the locality to assist the Implementing PDO in the conduct of the BLT • Provide modest venue for the Basic Livelihood Trainings

3. Resource Mobilization

DSWD	LGU
<ul style="list-style-type: none"> • Lead in the development of project proposals basing from the result of the Sustainable Livelihood Analysis • Refer participants for employment within or outside the municipality in coordination with the PESO or private partners (employers) <p>Ensure proper coordination with the program participants on the procedures of the processing of their identified projects</p> <ul style="list-style-type: none"> • Prepare the participants for the implementation of their projects such as capacity-building on how to undertake purchase of assets as reflected in their Constitution and by-laws • Facilitate proposal submission and processing for funding and implementation 	<ul style="list-style-type: none"> • Provide support to the implementing PDO on the development of project proposals by mobilizing technical experts of the LGU • Assist in the preparation and technical review of necessary project proposals and list of participants per project • Facilitate the conduct of meetings, dialogues, and/or forums with other concerned stakeholders in the LGU to ensure complementation of resources and synchronicity of initiatives on livelihood • Identify possible counterparts, either in cash or in-kind, to support the project especially if the said component cannot be provided by SLP • Provide support on the processing of business permits, registrations, <i>etc.</i> for the enterprises of the program participants • Ensure the availability of the C/MSWDO as one of the authorized signatories in the opening of the SLPA Bank account, as needed; • Mobilize the PESO in the referral/ accessing/ linking of eligible

DSWD	LGU
	<p>participants for employment</p> <ul style="list-style-type: none"> • Mobilize the DTI's Go Negosyo Centers to facilitate local business and economy that is conducive to the development and marketing of goods and services that may be generated by the SLPAs

4. Project Implementation

DSWD	LGU
<ul style="list-style-type: none"> • Ensure the provision of the LGU counterpart before the start of project implementation • Implement projects in adherence to the provisions of the approved project proposals and consistent with the attachments • Share updates on project implementation and identify further needs that the LGU may intervene 	<ul style="list-style-type: none"> • Ensure the on-time provision of counterparts as identified during the earlier stages for the implementation of the projects • Assist the Implementing PDO in mobilizing partners for the project implementation • Co-implement projects in adherence to the provisions in the approved project proposals and all its attachments

5. Participant Mainstreaming

DSWD	LGU
<ul style="list-style-type: none"> • Monitor project implementation, ensuring adherence to the provisions in the approved project proposals and all their attachments • Basing from the monitoring conducted by the Monitoring PDO, identify recommendations for the enhancement of the enterprises and employment facilitation or refer to LGU for possible intervention, if needed. 	<ul style="list-style-type: none"> • Provide necessary response/s to the recommendations of SLP within the recommended timeline. • Assist in the monitoring of implemented projects

III. EFFECTIVITY and APPROVAL

This SIA for the for the implementation of SLP in the Municipality/City of ORMOC shall take effect immediately upon signing as jointly agreed and approved by the DSWD FO VIII and LGU ORMOC CITY, and shall remain valid and existing until revoked or terminated by their mutual consent. Failure on the part of any party to comply with the arrangements will warrant its discontinuance and give rise to filing of appropriate administrative and / or criminal actions against responsible officers and employees of the erring party.

DSWD – FO VIII

LGU of ORMOC CITY

RESTITUTO B. MACUTO

RICHARD I. GOMEZ

Regional Director

Local Chief Executive

Date

Date

WITNESS

HERMANTO S. MANGALAO

DELIA D. CORBO

GENERAL MEMORANDUM OF AGREEMENT

Know all Men by these Presents:

This General Memorandum of Agreements, herein after referred to as the General MOA, is made and entered into this _____ day of _____ by and between;

The Department of Social Welfare and Development, a national agency of the Republic of the Philippines, with office address at Batasan Pambansa Complex, Diliman, Quezon City herein represented by **RESTITUTO B. MACUTO**, in his/her capacity as Regional Director of **DSWD FO VIII**, herein after referred as the **DSWD**.

(Insert if the Province is a Signatory)

The Province of _____ a province of the Republic of the Philippines created under _____ with principal address at the Provincial Capitol _____ herein represented by _____ in his/her capacity as Provincial Governor and hereinafter to as the Province.

AND

The City/Municipality of _____ City/Municipality of the Republic of the Philippines created under _____ with Principal Address at the City/Municipal Hall of _____ herein represented by _____ in his/her capacity as Municipal Mayor and hereinafter referred to as the Municipality.

WITNESSETH THAT

WHEREAS, **DSWD**, herein after referred to as the "Department", envisions a society where the poor, vulnerable, disadvantaged individuals, families, communities are empowered for an improved quality of life, and takes protection of the poor and marginalized members of society as its main, herein after referred to as "Social Protection"

WHEREAS, in pursuit of this vision and to operationalize its "Social Protection mission, the Department adopts a "Whole of **DSWD**" approach in ensuring convergence in implementation of department's various strategies, programs, projects, activities otherwise known as "PPA"s, to address of the poor.

WHEREAS, under the Local Government Code, local government units are mandated to address the needs of its constituencies, and empower the people through direct participation in

the affairs of government, by allowing them the widest space to decide on, initiate, implement, and innovate on development activities that address their identified;

WHEREAS, the City/Municipality of _____ a _____ Class City/ Municipality in the Province of Samar, recognizes its role in ensuring inclusive development, and commits to address the needs of the poor within its jurisdiction.

WHEREAS, the DSWD and City/Municipal LGU of _____ are willing and able to partner with each other to deliver a package services to address poverty, empower citizens and promote inclusive growth, composed of some or all of the following PPA's (i).....; (ii).....; (iii).....; and agree to commit each other to such partnership through this MOA.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree are as follows;

Section 1: Purpose of the MOA

The purpose of this Memorandum of Agreement (MOA) is to establish a partnership between DSWD and the City/Municipal LGU of _____ aimed at developing and implementing social protection programs that will address the needs of the poor, empower citizens, and promote inclusive growth in the City/Municipality.

Section 2: Objectives of the Partnership

The DSWD and the City/Municipality of _____ agree to engage in partnership with the objective of reducing poverty in the City/Municipality by _____ within the next years, through the coordinated and complementary implementation of social protection programs, projects, and activities supported by resources to be provided by all parties.

Section 3: Responsibilities of the Parties

Section 3.1 The DSWD shall;

1. Coordinate with the LGU on the introduction, development, implementation, monitoring, and assessment and evaluation of any and all DSWD PPAs to be undertaken in the City/municipality.

3. Establish and strengthen a counterpart City/Municipal Action Team, hereinafter referred to as the MAT that will serve as DSWD's main unit for coordination and support in the implementation of all DSWD PPAs in the City/Municipality.

Provide technical assistance to enable LGUs and/or communities to enhance their capacity for effective program implementation.

5. Work with the LGU in ensuring all DSWD PPAs in the City/Municipality are implemented in a participatory and transparent manner, in ways that build greater social accountability of government to citizens, while ensuring efficient and effective delivery of results.

Section 3.2 The City/Municipal LGU shall;

1. Coordinate with the DSWD on the various PPAs, both current and planned, being implemented in the City/Municipality that will support DSWD social protection PPAs.
2. Thru its Local Chief Executive, take a strong leadership role in ensuring the convergence of the programs of the LGU, DSWD and other NGAs to mobilize and focus support to Pantawid Pamilya beneficiaries in order to raise the status of their well-being from the baseline of ____ (number) of families under ____ level this year, ____, to ____ (number) of families under ____ level by the end of 2016.
3. Provide relevant data to the DSWD in a timely manner, important for informed decision making by the DSWD on the implementation of its various PPAs in the City/Municipality.
4. Establish and strengthen a counterpart City/Municipal Action Committee, hereinafter referred to as the MAC, chaired by the Local Chief Executive, which will serve as the a body to coordinate technical assistance, monitoring, and resolution of issues in the implementation of all DSWD PPAs in the City/Municipality.
5. Allocate or mobilize resources to support DSWD social protection PPAs to be implemented in the City/Municipality. This also includes the designation of a permanent focal person within the LGU for the various PPAs.
6. Strengthen the Local Social Welfare and Development Office (LSWDO) of the LGU to plan and implement appropriate social protection programs to address the needs of the poor and vulnerable sectors of the city/municipality. The LGU likewise commits to uphold the standards for quality service delivery by instituting the functionality indicators for LSWDOs and seeking technical assistance and capability building support from DSWD or other partners around targeting, planning, strategy development, monitoring and evaluation, and approaches to delivering services on social protection.

7. Adopt measures to ensure the safety and security of DSWD personnel who may be assigned to coordinate or facilitate implementation of the PPAs in the City/Municipality.
8. Work with the DSWD in ensuring all DSWD PPAs in the City/Municipality are implemented in a participatory and transparent manner, in ways that build greater social accountability of government to citizens, while ensuring efficient and effective delivery of results.

Section 4: Implementation of Social Protection Programs

Any DSWD social protection program, project, or activity to implement the purpose and objective of this agreement and partnership with legally binding obligations, shall be established through the execution of **SPECIFIC IMPLEMENTATION AGREEMENTS** or **SIA**. Each SIA shall be authorized in writing by each party's authorized representative. Once executed, each SIA shall form part of this MOA, as annexes.

Programs, projects, and activities covered by specific SIAs under this agreement shall be subject to periodic reviews by all parties, focusing on (i) contributions of the PPAs to the achievement of the objective of poverty reduction; (II) lessons and innovations in implementation, and; [iii] recommendations to enhance succeeding implementation.

Section 5: Voluntary Commitment

This Memorandum of Agreement is a voluntary commitment between the parties, and does not obligate the parties to engage solely with the other, nor restrict any activity of each party to engage in partnership with other groups or agencies for the delivery and/or implementation of social protection interventions. No party shall have any right, power, or authority to create any obligation, express or implied, for and in behalf of the other party.

Section 6: Resources to be provided

Each party shall be responsible for allocating and managing resources to cover costs of PPAs to implement the purpose of this agreement, and to cover activities and matters related to the fulfillment of each party's responsibilities as stipulated under *Section 3* above. The specific amount of resources to be committed by both parties including, where applicable, system for fund transfer in accordance with applicable laws and regulations, shall be reflected in the SIA.

Section 7 : Grievance Redress System

A grievance redress system (GRS) shall be jointly established or strengthened by the LGU and the DSWD to provide a venue for stakeholders to raise their concerns or complaints on any aspect of implementation of the PPA or address complaints against any official or staff of the LGU or DSWD involved in implementation. Any of the available systems existing in the municipality may be used to capture grievances. These systems include the LGU's own system (e.g Lupon ng Tagapamayapa structure), or the DSWD's Grievance Redress System in KALAHI CIDDs – NCDDP or Pantawid Pamilyang Pilipino Program. Details of operationalizing the GRS may be agreed with the LGU and incorporated in the Specific Implementation Agreement (SIA)

Section 8: Duration and Termination

This Agreement shall take effect upon signing by both parties, and shall be in effect while a SIA covering a DSWD social protection program is still in force, subject to yearly review by both or all parties. The agreement may be terminated by any party subject to a thirty (30) day written notice of termination.

Any amendment to this agreement shall be made in writing and must be concurred by BOTH OR ALL PARTIES.

IN WITNESS THEREOF, the parties have set their hands on this agreement this ____ day of ____ 2016.

FOR THE DSWD

FOR THE CITY/MUNICIPALITY

RESTITUTO B. MACUTO
Regional Director

City/Municipal Mayor

OFELIA O. PAGAY
Head, PSU/BUS-PSU Focal

MSWDO

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

BEFORE ME, this day of 2016, personally appeared:

Name	ID Presented	Date & Place Issued
RESTITUTO B. MACUTO		

All known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed of the principals they represent. The said instrument refers to the Memorandum of Agreement consisting of five (5) pages including this Acknowledgement page and signed by the parties and witnesses on all pages.

WITNESS MY HAND AND SEAL on the date and place first above-written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2016.

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This memorandum of Agreement (herein after referred to as Agreement or MOA) made and entered into by and between:

DEPARTMENT AND SOCIAL WELFARE AND DEVELOPMENT, Field Office VIII herein represented by its Regional Director, **RESTITUTO B. MACUTO**, with principal office at Magsaysay Boulevard, Tacloban City, herein referred to as **FIRST PARTY**.

and

The **LOCAL GOVERNMENT UNIT OF ORMOC (LGU)**, with office address at **AUNUBING St.ORMOC,CITY**, represented by its City Mayor **Mr. RICHARD GOMEZ**, herein referred to as **SECOND PARTY AND RECEIPT OF VARIOUS LIVELIHOOD SKILLS TRAININGS** under the **DSWD Sustainable Livelihood Program (SLP)**.

WITNESSETH

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**, Field Office VIII and The **LOCAL GOVERNMENT UNIT OF ORMOC** shall hereinafter be collectively referred to as the **PARTIES**.

WHEREAS, the **FIRST PARTY** as the lead agency in social protection, welfare and development, contribute to poverty reduction and empowerment through the provision of appropriate interventions and the promotion of right and welfare of the disadvantage through Local and national policies, programs, projects, and services.

WHEREAS, the **FIRST PARTY** as mandated to implement the Sustainable Livelihood Program (SLP), which aims to improve the socio economic capacities of the Conditional Cash Transfer (CCT) participants by facilitating their access to micro enterprise development and employment opportunities;

WHEREAS, the **FIRST PARTY** in conduit with the **SECOND PARTY**, the **LOCAL GOVERNMENT OF ORMOC** as co-implementer and recipient of **VARIOUS LIVELIHOOD SKILLS** under the Sustainable Livelihood Program (SLP).

WHEREAS, the **SECOND PARTY** shall co-implement together with the training service provider in conducting various livelihood skills trainings pursuant to **Rule XI Section 5b Revised Enhancement 2003 of Implementing Rules and Regulation on Republic Act-5487** as amended.

NOW THEREFORE, in consideration of the aforementioned premises the parties do hereby agree on the following terms and conditions:

CERTIFIED TRUE XEROX COPY

ALBERT PATRICK B. DEEN
EXECUTIVE ASSISTANT IV



I. The "First Party" (DSWD) shall:

1. Transfer the amount of the Training Cost, Assessment Fee, Training Allowance, Starter Kits and other related expenses for the partnership project to the Second Party in accordance with COA Circular No. 94-013 dated December 13, 1994.
2. Make regular coordination and consultation with the **Second Party** regarding the implementation/status of the program.

II. The "Second Party" (LGU OF ORMOC) shall:

1. Issue Official Receipt (OR) in favor of the First Party for the amount fund transferred.
2. Received the amount and take full responsibility in the proper disposition/disbursement of fund for the implementation of its program; in accordance with COA rules and regulations;
3. Use the funds released by **DSWD** solely for the purpose it was drawn and must keep and maintain Financial and Accounting records for the said fund in accordance with the Generally Accepted Accounting;
4. Maintain an separate subsidiary record/ledger for the funds transferred pertaining to the fund transferred;
5. Make available to **DSWD** all records and files pertaining to transactions involving the fund upon request of the COA Auditor of both parties;
6. Refund to **DSWD** any unused fund or savings generated 30 days after the project completion;
7. Submit within 30 days after completion of the project, to **DSWD** a Final Liquidation on the utilization of funds duly certified by the Accountant and approved by the Mayor of LGU Leyte in accordance with COA Circular No. 94-013 dated December 13, 1994. The liquidation report to be submitted to **DSWD** must be acknowledged and received by the auditor of LGU as basis in the recording in the books of accounts.
8. The LGU Mayor and other Officials of **LGU Leyte** shall be held liable to the **DSWD** in the event the **LGU ORMOC** fails to comply with its obligations under this Agreement for misappropriation of the project fund, or for failure to liquidate the same, in all cases, the **LGU ORMOC** shall be held responsible for reimbursement of unutilized project fund under this Agreement.

III PURPOSE

To establish partnership arrangements that promote social protection and social justice, model and implement convergent strategy while the sustainable livelihood programs are addressed towards providing Employable Skills Training and Employment for the Pantawid Pamilyang Pilipino Program Beneficiaries.

IV AREAS OF COOPERATION

The above goals will be accomplish by undertaking the following activities:

CERTIFIED TRUE XEROX COPY

ALBERT PATRICK B. DEEN
EXECUTIVE ASSISTANT IV

A. THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT shall:

1. Provide logistic support for the implementation of the projects within the cost parameters, such as costs related to the conduct of the livelihood skills trainings, i.e. uniform for the participants, starter-up kits (tools and equipment) for all project beneficiaries leading to Micro-enterprise Development and Employment Facilitation thru Cash Assistance Payroll.
2. Provide list of qualified trainees for the Technical Skills Training Program;
3. Assist on the validation of qualified participants for the livelihood skills training.
4. Submit documents on entry requirement of selected applicants to LGU Municipal Social Welfare Office;.
5. Monitor and follow up the conduct of the training in the institution to address issues and concerns of trainees within the duration of the training;
6. Responsible in providing the trainees other SLP interventions that may deem necessary within the course parameters.

B. The LGU ORMOC shall:

1. Co-implement the various skills training courses being the recipient, from Mondays to Fridays, 8 am to 5 pm, or even Saturday for makeup class and or overtime class as the need arises;
2. In coordination with the training service providers , ensures that all participants undergo the mandatory assessment upon completion of the training program;
3. In tandem with the training service providers , motivate and nurtures the trainees to maintain one hundred percent (100%) completion of the training program;
4. See to it that the service provider ensures the availability of trainers in the conduct in the skills training program;
5. In collaboration with the service provider, provides technical guidance , support in the field for implementation, supervision, validation, monitoring and evaluation, and logistical support for its own personnel to ensure the course is delivered in accordance to the program schedule;
6. Making sure that service provider provides employment of graduates after completion of the training course and passing the competency assessment through linkages to DOLE, PESO, and the service provider industry partners.
7. Provide DSWD with updates concerning the performance of the trainees.

III. PROGRAM TERMINATION/REPLICATION

1. The project will be regularly reviewed to determine areas for improvement.
2. The project implementation will be terminated as agreed upon by both parties.

IV. SEPARABILITY CAUSE

In case any provision hereof or any party thereof be declared void or unenforceable by competent authorities, the remainder unaffected by such declaration shall remain valid and binding among the parties, their successors and assigns.

CERTIFIED TRUE XEROX COPY

ALBERT PATRICK B. DEEN
EXECUTIVE ASSISTANT IV



V. EFFECTIVITY OF THIS AGREEMENT

This AGREEMENT shall take effect immediately upon signing by the parties and shall remain in full force and effect unless sooner terminated in writing for any reason at the instance of any hereto, which termination shall take effect after three (3) months from actual receipt of such written notice by the other party. Any amendment of the provisions of this agreement should be upon mutual written consent of both parties.

IN FURTHERANCE of their respective goals, objectives, and missions, the parties jointly agree by the provisions of this Agreement. Signed this _____ day of _____ 2017 in _____.

DEPARTMENT OF SOCIAL
WELFARE AND DEVELOPMENT (DSWD)

By:

DIR. RESTITUTO B. MACUTO
Regional Director
DSWD Regional Office VIII
Tacloban City

CITY GOVERNMENT OF ORMOC

By:

RICHARD I. GOMEZ
City Mayor

SIGNED IN THE PRESENCE OF:

HERMANTHO S. MANGALAO
PDO II/Regional Program Coordinator
DSWD FO 08-Sustainable Livelihood Program

DELIA D. CORBO
LGU-ORMOC

CERTIFIED TRUE XEROX COPY

ALBERT PATRICK B. DEEN
EXECUTIVE ASSISTANT IV