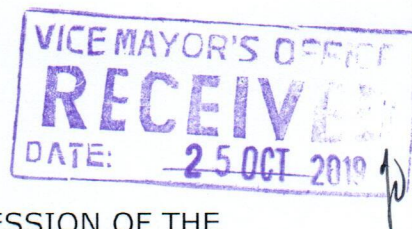




REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL
ON OCTOBER 22, 2019

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member, Majority Floor Leader
Roiland H. Villasencio,	SP Member, 1 st Asst. Majority Floor Leader
Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang,	SP Member, 2 nd Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member
Peter M. Rodriguez,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc

ON LEAVE:

Jasper M. Lucero,	SP Member
Jasper C. Yerro,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2019-102

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO SIGN THE MEMORANDUM OF
UNDERSTANDING (MOU) TO BE ENTERED INTO BY
AND BETWEEN THE LOCAL GOVERNMENT UNIT OF
ORMOC (LGU-ORMOC), AND THE DEPARTMENT OF
SOCIAL WELFARE AND DEVELOPMENT (DSWD),
FIELD OFFICE VIII FOR THE DSWD SUSTAINABLE
LIVELIHOOD PROGRAM (SLP).**

WHEREAS, this august Body was in receipt of an Indorsement from the Office of the City Mayor dated September 23, 2019, requesting therein for the passage of a resolution granting authority to the City Mayor Richard I. Gomez to enter into and sign a Memorandum of Understanding (MOU) and Specific Implementation Agreement (SIA) to be entered into by and between the Department of Social Welfare and Development (DSWD) Field Office VIII and the Local Government Unit of Ormoc (LGU-Ormoc) for the DSWD Sustainable Livelihood Program, copies of the final MOU and SIA are hereto attached as Annexes "A" and "B" respectively;

WHEREAS, DSWD envisions a society where the poor, vulnerable and 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 concern;

WHEREAS, the Department, in pursuit of its vision, aims to ensure convergence in implementation of its various strategies, programs, projects, activities to address the needs of the poor;

WHEREAS, as provided in the Local Government Code of 1991, Local Government Units (LGUs) are mandated to address the needs of its constituents, empower the people through direct participation in the affairs of the LGU by allowing them the widest possible space to decide on, initiate, implement, and innovate on development activities that address their identified needs;

WHEREAS, the City of Ormoc recognizes its role in ensuring inclusive development, and commits to address the needs of the poor within its jurisdiction and to deliver a package of services to address poverty, empower citizens and promote inclusive growth in the city and agree to commit to a partnership with the DSWD in order to implement collaborative and coordinative efforts in the implementation of Sustainable Livelihood Projects (SLPs) within its jurisdiction;

WHEREAS, the MOU provides for the implementation of sustainable livelihood programs within the City and the SIA provides in detail, the responsibilities of the parties in the different stages of the project;

WHEREAS, as per recommendation by the City Legal Office, the SIA has been incorporated in the said MOU for the purpose of executing a single agreement to avoid redundancy;

WHEREAS, the City Legal Office upon review of the final draft of the MOU, finds that the same is in order, not detrimental to the interests of the City, not contrary to law, morals and public policy, a copy of the said legal opinion is hereto attached as Annex "C" and made an integral part hereof;

WHEREAS, upon close and thorough review, this Sanggunian, finds that the MOU is not contrary to law and existing contracts, and that the purpose of such project is 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 so therefore, most deserving of this august Body's full support and affirmative action to the same;

WHEREFORE, on the motion of SP Member Vincent L. Rama, Chairman, Committee on Social Welfare, Senior Citizens, and Persons with Disability, jointly with SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws & Ordinances and SP Member Nolito M. Quilang, Chairman, Committee on Employment, Livelihood and Manpower Development, severally seconded by SP Members Tomas R. Serafica, Gregorio G. Yrastorza III, Lalaine A. Marcos and Esteban V. Laurente; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING (MOU) TO BE ENTERED INTO BY AND BETWEEN THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), AND THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD), FIELD OFFICE VIII FOR THE DSWD SUSTAINABLE LIVELIHOOD PROGRAM (SLP);


ADOPTED, October 22, 2019.

RESOLVED, FURTHER, that copies of the final and notarized Memorandum of Understanding be furnished to this Sanggunian for its information and files;


RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez, the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine M. Romero; the City Social Welfare and Development Officer, Mrs. Delia D. Corbo; the Regional Director of DSWD Field Office VIII, Mr. Restituto B. Macuto; the City Local Government Operations Officer-DILG; and all other offices concerned;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


NANCY I. LOPENA
(OIC - SP Secretary)
Local Legislative Staff Officer V

ATTESTED:


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

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (MOU) is made and entered into by and between:

The DEPARTMENT AND SOCIAL WELFARE AND DEVELOPMENT (DSWD)
Field Office VIII, a national government agency with principal office address at Magsaysay Boulevard, Tacloban City, herein represented by its Regional Director, ANGELA MARIE S.GOPALAN, CESO III herein referred to as the **"DSWD FO VIII"**.

-and-

The **CITY/LOCAL GOVERNMENT OF ORMOC**, with office address at ANUBING ST. BRGY. COGON, ORMOC, CITY, LEYTE, Philippines herein represented by City Mayor, Hon. RICHARD I. GOMEZ, herein referred to as the **"LGU ORMOC"**.

WITNESSETH, That:

WHEREAS, the **DEPARTMENT AND SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE VIII** and **LGU of ORMOC**;

WHEREAS, the **DSWD FIELD OFFICE VIII** envisions a society where the poor, vulnerable, and disadvantaged individuals, families, and communities are empowered for an improved quality of life thru different social protections programs and initiatives;

WHEREAS, local government units, as provided for in the Local Government Code are mandated to address the needs of its constituencies, empower the people through direct participation in the affairs of the government, by allowing them the widest possible space to decide on, initiate, implement and innovate on development activities that address their identified needs;

WHEREAS, **DSWD FO VIII** is mandated by law to implement programs such as Sustainable Livelihood Program;

WHEREAS, **LGU ORMOC** expressed its intention to implement the programs and projects of the Sustainable Livelihood to help in the development of its constituents' economic well-being;

WHEREAS, **DSWD FO VIII** and **LGU ORMOC** are both willing to partner with each other to deliver a package of livelihood services to address poverty, empower citizens, and promote inclusive growth;

WHEREAS, **DSWD FO VIII** and **LGU OF ORMOC** deemed it **NECESSARY** to **FORGE** this MOU for collaborative and coordinative efforts in implementing Sustainable Livelihood Projects in the City.

NOW, THEREFORE, for and in consideration of the foregoing premises the **DSWD FIELD OFFICE VIII** and **LGU ORMOC** hereto have agreed to the following:

Section 1: Purpose

The MOU is executed for the implementation of the Sustainable Livelihood Program projects of Sustainable Livelihood Program in the City of ORMOC, Province of LEYTE.

Section 2. Areas of Responsibility

1. For DSWD Field Office VIII:

- a. Deployment of Project Development Officer to the locality who will assist, coordinate, monitor and evaluate the implementation of Sustainable Livelihood Projects in the LGU;
- b. Coordinate with the LGU Sustainable Livelihood Program (SLP) Focal and orient the LGU with the eligibility requirements of possible beneficiaries or associations of the program;
- c. Coordinate with the LGU on the introduction, development, implementation, monitoring, assessment and evaluation of any and all DSWD SLPAs to be undertaken in the City;
- d. Provide relevant data to the LGU in a timely manner, important for informed decision making by the Technical Working Committee of the LGU;
- e. Establish and strengthen the City Action Team, herein referred to as the CAT that will serve as a counterpart to the local Technical Working Committee;
- f. Work together with the LGU in ensuring all SLP Program, Project and Activities (PPAs) in the City 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.

2. For LGU ORMOC:

- a. The Local Government Unit will create and establish a Technical Working Committee or its equivalent composed of individuals from different sectors who shall assist, recommend, evaluate, document and monitor the progress of Sustainable Livelihood Program Associations in the municipality specifically:
 - i. Identify and recommend viable enterprise or venture which the beneficiaries can enter into;
 - ii. Technical review of Mungkahing Proyekto of SLPAs;
 - iii. Together with IPDO and SLP Focal, monitor the ongoing implementation and ensure documentation of good practices of the project;
 - iv. Together with the IPDO, the City Social Welfare and Development Officer (CSWDO), the Local Chief Executive, the designated Focal for SLP and the Local TWG to map and plan to ensure the sustainability of all implemented SLP projects in the City;

- v. Deliberate and resolve grievances received concerning city implementation;
- b. Assign a designated Focal Person for Sustainable Livelihood Program to coordinate with the IPDO of DSWD Field Office VIII;
- c. The Focal will assist the SLP will assist in the preparation and review of the MUnghahing Proyekto. The Focal for SLP will assist the SLPA in the preparation of Mungkahing Proyekto;
- d. To allocate office space and equipment for the SLP staff, mobilize resources for the implementation of the SLP projects in the City;
- e. To implement policies unique for SLPA as a means of support to SLPA in securing business permits and other licenses needed;
- f. To implement a local ordinance in the barangay or in the municipality in support and ensure the sustainability of the SLPA enterprises.
- g. Lobby with possible markets for SLPAs.
- h. Adopt measures to ensure the safety and security of SLP personnel who may be assigned to coordinate or facilitate implementation of the PPAs in the City/Municipality.

Section 3. The DSWD FO VIII and LGU ORMOC shall execute an EXIT MOA once the project is completed and due for turn-over to ensure sustainability of the projects and programs of SLP.

Section 4. The DSWD FO VIII and LGU ORMOC shall execute a separate Memorandum of Understanding for other specific concerns on implementation of projects and programs of SLP.

Section 5. Grievance Redress System: A Grievance Redress System (GRS) shall be jointly established or strengthened by the LGU and DSWD SLP to provide venue to stakeholders to raise their concerns or complaints on aspect of implementation of the PPA or address complaints against any official or staff of the LGU or DSWD SLP involved in the implementation.

Section 6. Amendments

This Memorandum of Understanding may only be modified with the express prior written consent and mutual agreement by the Contracting Parties.

Section 6. Effectivity and Termination

This Memorandum of Understanding shall take effect immediately upon signing by the Contracting Parties.

This Supplemental Memorandum of Understanding shall be terminated upon execution of an Exit MOA between LGU of ORMOC and DSWD Field Office VIII.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ in
the _____, Philippines.

Department of Social Welfare
and Development FO VIII

LGU ORMOC

ANGELA MARIE S. GOPALAN
Regional Director

Hon. RICHARD I. GOMEZ
City Mayor

WITNESSES

NATIVIDAD G. SEQUITO

DELIA D. CORBO

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Tacloban) S.S.

BEFORE ME, a Notary Public for and in Tacloban City, Philippines personally appeared
the following persons with their respective identification cards/passports, to wit:

Name	ID Presented and ID Number
ANGELA MARIE S. GOPALAN	_____
Hon. RICHARD I. GOMEZ	_____

Known to me and to me known to be the same persons who executed the foregoing
instrument and acknowledged to me that the same is their free and voluntary act and
deed.

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

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 2019; 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 for the implementation of SLP in the City 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 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 CITY of ORMOC shall be jointly conducted by DSWD FO VIII and LGU ORMOC. 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 facilitates 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 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 	<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

<p>eventually undergo capacity building.</p> <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. 	<p>organizing activities of the implementing PDO.</p> <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) • Ensure proper coordination with the program participants on the procedures of the processing of their identified projects. • 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, etc. 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/linkaging of eligible participants for employment. • 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 	<ul style="list-style-type: none"> • Ensure the on-time provision of counterparts as identified during the stages for the implementation of the projects.

and consistent with the attachments. <ul style="list-style-type: none">• Share updates on project implementation and identify further needs that the LGU may intervene.	<ul style="list-style-type: none">• 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 implementation of SLP in the City of ORMOC shall take effect immediately upon signing as jointly agreed and approved by the **DSWD FO VIII** and **LGU ORMOC**, and shall remain valid and existing until revoked or terminated by their mutual consent. Failure on the part of any party 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.

Department of Social Welfare
and Development FO VIII

LGU ORMOC

ANGELA MARIE S. GOPALAN
Regional Director

Hon. RICHARD I. GOMEZ
City Mayor

WITNESSES

NATIVIDAD G. SEQUITO

DELIA D. CORBO

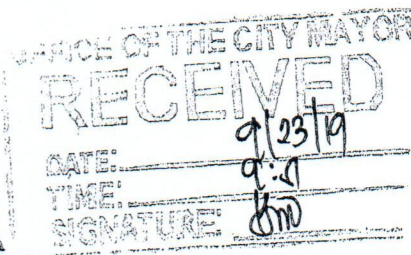
Annex 'C'

OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

September 23, 2019

MAYOR RICHARD I. GOMEZ
Ormoc City



THRU: DEVRAN LOUISE O. TRILLANA
CMT-I
City Mayor's Office

Re: Review of Memorandum of Understanding: Sustainable Livelihood Program

References:

1. Referral dated September 13, 2019;
2. Draft Memorandum of Understanding: Sustainable Livelihood Program
3. Specific Implementation Agreement

Dear Mayor Gomez:

This Office has reviewed above-stated MOU to be entered into between LGU Ormoc and the Department of Social Welfare and Development (DSWD) and render the following observations and/or recommendations:

1. The MOU provides for the implementation of sustainable livelihood programs within the City, DSWD providing assistance/coordination thereon, it would be beneficial that the subject of implementation, DSWD's Sustainable Livelihood Program, be attached in the Agreement and be subject to review/comment from the implementing office;
2. Section 4 of the MOU requires the execution of a separate MOU for specific concerns, and attached in the MOU is a Specific Implementation Agreement (SIA) providing, in detail, the responsibilities of the parties in the different stages of the project;
3. In relation to number 2, this Office recommends that the provisions in the SIA be incorporated in the MOU and execute a single agreement for the purpose of implementing the program and avoid redundancy, as different instruments may require redundant executive and legislative actions/measures;
4. Section 2(d) of the MOU provides for policies unique for SLPA (refer to comment 6) with regard to permits and licenses. Said provision being vague, and the program not fully defined, a commitment over the same is not advised. Moreover, should the program/MOU require exemption of members from fees regularly levied for permits/licenses, there should be a legislative action providing therefor, which should justify a different classification for said members;

New Ormoc City Hall, Annubing St., Cogon, Ormoc City
(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com

OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

5. Due identification should be made, throughout the document, for the proper classification of LGU Ormoc, as a City, not a Municipality;
6. Abbreviations are prolific throughout the document, it is best that the words corresponding to these should first be spelled in full in their first appearance in the document, enclosing the abbreviation to be used in parenthesis, as seen above;
7. The advice of this office is limited to the facts/documents supplied thereto, applying pertinent laws, rules, and regulations based on the facts/ documents so provided;
8. This advice is rendered without prejudice to contrary opinion from competent authorities or ruling of the proper body/court;
9. For consideration of the CMO and concerned/implementing office/s.

Most Respectfully,


ATTY. MARIA ADELFA S. CABRERA
Attorney III

With conformity:


ATTY. JOSEPHINE A. MEJIA-ROMERO
City Legal Office

New Ormoc City Hall, Annubing St., Cogon, Ormoc City
(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com