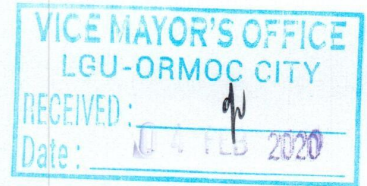
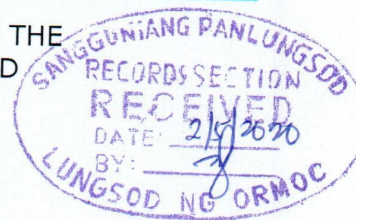


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL  
ON FEBRUARY 04, 2020



PRESENT:

Leo Carmelo L. Locsin, Jr.  
Benjamin S. Pongos, Jr.,  
Roiland H. Villasencio,  
Tomas R. Serafica,  
Nolito M. Quilang,  
Eusebio Gerardo S. Penserga,  
Jasper M. Lucero,  
Peter M. Rodriguez,  
Vincent L. Rama,  
Gregorio G. Yrastorza III,  
Esteban V. Laurente,

City Vice Mayor & Presiding Officer  
SP Member, Majority Floor Leader  
SP Member, 1<sup>st</sup> Asst. Majority Floor Leader  
SP Member, Presiding Officer "Pro-Tempore"  
SP Member, 2<sup>nd</sup> Asst. Majority Floor Leader  
SP Member  
SP Member  
SP Member  
SP Member  
SP Member  
Ex-Officio SP Member, Chapter President,  
Liga ng mga Barangay ng Ormoc  
Ex-Officio SP Member, Chapter President,  
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:  
Lalaine A. Marcos,

(O.B. - Tacloban City), SP Member

**RESOLUTION NO. 2020-043**

**AN OMNIBUS RESOLUTION GRANTING AUTHORITY TO  
THE CITY MAYOR RICHARD I. GOMEZ OR HIS DULY  
AUTHORIZED REPRESENTATIVE TO ENTER INTO AND  
SIGN THE MEMORANDUM OF AGREEMENT (MOA) FOR  
AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT  
OF ORMOC (LGU-ORMOC) NECESSARY FOR THE  
IMPLEMENTATION OF THE DEPARTMENT OF LABOR  
AND EMPLOYMENT (DOLE) INTEGRATED  
LIVELIHOOD AND EMERGENCY EMPLOYMENT  
PROGRAM (DILEEP) AS PER DOLE DEPARTMENT  
ORDER NO. 137-14, SERIES OF 2014.**

WHEREAS, this august Body was in receipt of an Indorsement from the Office of the City Mayor dated January 27, 2020, requesting therein for the issuance of a Resolution authorizing City Mayor Richard I. Gomez the authority to sign the Memorandum of Agreement (MOA) for the implementation of Kabuhayan Program through proponent accredited co-partner/proponent beneficiary, further requesting that the same be treated as EXTREMELY URGENT in order to expedite the release of funds. A copy of the standard draft MOA between the Department of Labor and Employment (DOLE) – Region 8 and the Local Government (LGU) – Ormoc as the proponent Accredited Co-Partner (ACP) or Proponent Beneficiary is attached hereto as Annex "A" and made integral part hereof;

WHEREAS, DILP or Kabuhayan Program, under DILEEP, is DOLE's contribution to the government's agenda of inclusive growth through massive job generation and substantial poverty reduction. It seeks to reduce the vulnerability to risks of the poor, vulnerable and marginalized workers by providing them access to a grant assistance for capacity-building on livelihood ventures either for individual or group undertakings;



Res. No. 2020-043

WHEREAS, the DOLE is mandated to promote gainful employment opportunities, to develop human resources, protect workers and promote their welfare, and maintain industrial peace;

WHEREAS, DILEEP affords the poor, vulnerable and the marginalized constituents of the City to be part of the inclusive growth and improve their lives;

WHEREAS, to be able to fully avail of the DILEEP, the passage of the necessary Sangguniang Panlungsod (SP) resolution is needed authorizing the City Mayor to enter into and sign the MOA to avail of the said DOLE programs as provided under DO No. 137-14;

WHEREAS, there is a need to pass an omnibus resolution granting authority to the City Mayor or his duly authorized representative to enter and sign for and on behalf of the City Government of Ormoc in the implementation of the projects under the DOLE's DILEEP so as to facilitate the swift and smooth operation of all projects for the betterment and advancement of the City's most deserving and marginalized constituents and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances and Nolito M. Quilang, Chairman, Committee on Employment, Livelihood & Manpower Development, severally seconded by SP Members Roiland H. Villasencio, Tomas R. Serafica, Peter M. Rodriguez, Vincent L. Rama, Gregorio G. Yrastorza III, Esteban V. Laurente and Joan Marbie C. Simbajon; be it

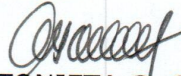
RESOLVED, AS IT IS HEREBY RESOLVED, to pass AN OMNIBUS RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR HIS DULY AUTHORIZED REPRESENTATIVE TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) NECESSARY FOR THE IMPLEMENTATION OF THE DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE) INTEGRATED LIVELIHOOD AND EMERGENCY EMPLOYMENT PROGRAM (DILEEP) AS PER DOLE DEPARTMENT ORDER NO. 137-14, SERIES OF 2014;

ADOPTED, February 04, 2020.

RESOLVED, FURTHER that copies of the final and notarized Memorandum of Agreement (MOA) be submitted to the Sangguniang Panlungsod ng Ormoc 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; DOLE Western Leyte Field Office; PESO - Ormoc; the City Local Government Operations Officer-DILG; and other concerned offices for their information and guidance.

I HEREBY CERTIFY to the correctness of the above resolution.

  
MARIA ANTONIETA G. CO HAT  
Secretary to the  
Sangguniang Panlungsod

ATTESTED:

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



ANNEX M

MEMORANDUM OF AGREEMENT FOR IMPLEMENTATION OF KABUHAYAN PROGRAM THRU  
PROPONENT ACCREDITED CO-PARTNER/PROPONENT BENEFICIARY

KNOW ALL MEN BY THESE PRESENTS:

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

The **DEPARTMENT OF LABOR AND EMPLOYMENT - REGION**, a government office existing by virtue of the laws of the Republic of the Philippines with principal office address at \_\_\_\_\_, represented herein by its Regional Director, \_\_\_\_\_, and herein referred to as "**DOLE - REGION**";

and

The (Name of Proponent), with principal addresses at \_\_\_\_\_ represented herein by its (Authorized signatory/representative of the ACP, herein referred to as "**PROPONENT ACP**" or "**PROPONENT BENEFICIARY**".

WITNESSETH

**WHEREAS**, the current Administration thrust is to immediately implement poverty reduction projects in all regions and promote inclusive economic development

**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 endeavors to contribute to reducing poverty and vulnerability to risks of the poor, vulnerable, and marginalized workers by providing them access to livelihood undertakings;

**WHEREAS**, the DOLE Integrated Livelihood Program or KABUHAYAN Program is being considered as an important strategy towards transitioning informal workers to formal;

**WHEREAS**, the **DOLE - REGION** has been given responsibility to directly implement the approved Livelihood (Kabuhayan) Project entitled "\_\_\_\_\_", in accordance with the Department Order No. \_\_\_\_, series of \_\_\_\_;

**WHEREAS**, **DOLE - REGION** shall implement (livelihood formation or enhancement or restoration) in the Municipality/ies of \_\_\_\_\_ Province of \_\_\_\_\_.

**WHEREAS**, the **DOLE - REGION** has been given the responsibility to implement the DOLE Livelihood (KABUHAYAN) Program.



**WHEREAS**, DOLE - REGION shall implement (livelihood formation or enhancement or restoration) in the City/ies of \_\_\_\_\_, Province of \_\_\_\_\_, in partnership with (Name of Proponent) as accredited co-partner.

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

**WHEREAS**, the PROPONENT has been accredited by DOLE to implement the proposed project of (Name of Proponent), particularly the (Name and Nature of Project) located in \_\_\_\_\_.

**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 shall:**

1. Provide the fund assistance for working capital to the PROPONENT of the approved project amounting to \_\_\_\_\_ (P\*\*\*\*\*), to be used exclusively for the implementation of the project. Funding assistance may be released in full or in tranches depending on the nature and the need of the project. For releases in tranches, schedule and amount of releases shall be in accordance with related provisions in COA Circular 2007-001;
2. In case the fund assistance includes allocation for acquisition of equipment, purchase of the necessary equipment indicated in the approved project proposal should comply with RA 9184 (Government Procurement Reform Act) and government accounting and auditing rules and regulations. All equipment purchased shall be the property of DOLE, to be turned over to the proponent-beneficiary after one (1) year from date of purchase through a Deed of Donation, provided the project is still in operation. If a project ceases to operate within the 1-year period, the PO/FO shall recommend to the Regional Office that said equipment be pulled-out from the proponent-beneficiary.
3. The DOLE-RO, together with the PROPONENT, shall conduct regular inventory of the equipment to determine their physical condition;
4. Provide orientation/briefing to PROPONENT prior to issuance of fund assistance to ensure that both the technical and administrative concerns relative to the Project are adequately addressed;
5. Provide technical assistance to the PROPONENT whenever necessary;
6. Monitor and inspect the project implementation together with the proponent ACP on a periodic basis; verify the financial records and reports of the PROPONENT;
7. Adhere to the accounting and auditing requirements of fund transfers to the Proponent per COA Circular 2007-001 and 2012-001 such as, among others, maintenance of subsidiary ledger of cash transferred pertaining to the project, drawing Journal Vouchers to take up financial reports of PROPONENT as well as taking up liquidation and COA CSBs issued;



8. 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 unexpended balance and the refunded disallowance remitted by the PROPONENT ACP;
9. Issue Certificate of Completion of Procurement upon submission of complete liquidation reports
10. Institute appropriate actions against the concerned PROPONENT ACP 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 ACP.

**B. The PROPONENT ACP shall:**

1. Implement the approved livelihood project proposal which form as an integral part of this Agreement, in accordance with the approved project objectives, standards, systems and procedures for project implementation, time schedule and the project cost estimates
2. Procure the necessary raw materials, equipment, and tools and jigs indicated in the approved project proposal in accordance with government accounting and auditing rules and regulations and RA 9184, as applicable, within 3 months from receipt of project funds
3. Provide equity or counterpart which is equivalent to at least twenty percent (20%) of the total project cost in the amount of [Amount in Words] only (P\_\_\_\_\_00) for the supervision and monitoring of the project or for other needs related to the project;
4. Adhere to DO No. \_\_\_\_\_, the Revised DILEEP guidelines and other relevant government regulations;
5. Deposit the check received for the purpose to the authorized depository bank of the Proponent ACP. It shall issue corresponding Official Receipt (OR) to acknowledge funds received from DOLE;
6. Utilize the amount received from DOLE solely for the above-mentioned approved project and/or for the purpose and line items as specified in the approved project proposals. In no case shall the funds be used for payment of additional compensation or in the creation of new positions or augmentation of salaries of regular personnel of proponent 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, for money market placement, time deposit and other forms of investments not related to the project;
7. Return to DOLE any unused funds or savings upon completion of procurement of all necessary project requirements as stated/itemized in the approved project proposal and any disallowed amount as a result of financial audit by the DOLE and/or the Commission on Audit;
8. 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;



9. Create a Project Management Team and identify their respective roles and responsibilities;
10. Implement a profit sharing scheme;
11. Ensure that streamers/banners and signages bear the DOLE and DILP Logo and are prominently displayed in the project site and training venue.
12. Ensure that product packaging/labeling shall bear the DOLE and DILP Logo indicating that it is a DOLE - assisted project.
13. Be responsible for the storage and maintenance of the equipment. It shall secure written approval from DOLE for transfer of any equipment from the project site to another location. In case the project ceases to operate within 1-year period, the proponent shall notify the DOLE regional office.
14. Keep and maintain separate Account and financial records/subsidiary records for funds received from DOLE in accordance with generally accepted accounting principles. Funds shall not be mingled with other funds owned and controlled by the PROPONENT - ACP.
15. Submit to DOLE the Liquidation report within sixty (60) days upon completion of procurement of all necessary project requirements as stated/itemized in the approved project proposal, with supporting documents and evidences like invoices, pictures, and acceptance/ acknowledgement receipt by the beneficiaries of the raw materials, and/ or equipment, tools and jigs, as applicable.
16. Secure prior approval of the Regional Director in case of deviation from the approved project proposal
17. Monitor the projects and submit regular quarterly and annual progress report to DOLE PO/FQ.

## **II. COMMENCEMENT OF PROJECT IMPLEMENTATION**

- a) The implementation of the project covered by this Agreement shall start, **as soon as practicable**, after the receipt of equipment and other materials needed for project operation, subject to adjustments upon written request of ACP to the DOLE.

## **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 ACP shall be obliged to return any unutilized portion of the financial assistance without need of prior demand from DOLE. Unauthorized deviations shall also give the DOLE the right to stop payment of the check and/or succeeding releases covering the amount of the grant.



c. This Agreement takes effect upon signing of the parties hereto and shall remain in force until mutually revoked by both parties.

**IN WITNESS WHEREOF**, the parties have hereunder affixed their signatures this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**DEPARTMENT OF LABOR AND EMPLOYMENT-  
REGIONAL OFFICE No. \_\_\_\_\_**

**PROPONENT ACP**

By:

By:

\_\_\_\_\_  
Regional Director

\_\_\_\_\_  
Head of Proponent ACP

**Signed in the Presence of:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**Certification of Availability of Funds**

\_\_\_\_\_  
Chief Accountant

**ACKNOWLEDGMENT**

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

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 \_\_\_\_\_

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DEMO COPY



ANNEX U

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. \_\_\_\_\_**, a government office existing by virtue of the laws of the Republic of the Philippines with principal office address at \_\_\_\_\_ represented herein by its Regional Director, \_\_\_\_\_ and herein referred to as "**DOLE-RO** \_\_\_\_\_"; and

The (Name of Proponent), with principal addresses at \_\_\_\_\_ represented herein by its (Authorized signatory/representative of the ACP \_\_\_\_\_), 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. \_\_\_\_\_, series of 20\_\_\_\_\_.

**WHEREAS**, the **DOLE-RO No. \_\_\_\_\_** 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 \_\_\_\_\_ days; (minimum of 10 days and maximum of 30 days)



**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. \_\_\_\_\_ shall:**

1. Provide the following package of services:
  - a) 100% wage for work rendered based on prevailing minimum wage;
  - b) Orientation on safety and health;
  - c) Personal Protective Equipment (PPE) such as hat and TUPAD t-shirt; and  
(Other PPEs may be provided in case of hazardous work as specified in OSH Standards, S1989)
  - d) Micro-insurance for the duration of work contract
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 \_\_\_\_\_ days starting from \_\_\_\_\_ date to \_\_\_\_\_ date, specifically in Barangay/Municipality of \_\_\_\_\_, Province of \_\_\_\_\_;
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 DO No. 137-14, 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;
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.
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. \_\_\_\_\_**

**LOCAL GOVERNMENT UNIT OF \_\_\_\_\_**  
**or Accredited Co-Partner**

By: \_\_\_\_\_  
 Regional Director

By: \_\_\_\_\_  
 LGU or ACP Representative

**Signed in the Presence of:**

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Witness



Certification of Availability of Funds: (General Fund)

\_\_\_\_\_  
Chief Accountant  
**ACKNOWLEDGMENT**

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.		
2.		
3.		
4.		

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\_\_\_\_\_.