



Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY



OFFICE OF THE CITY MAYOR

04 June 2024

THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod
This City

Dear *Presiding Officer and Members of the Sanggunian*:



Herewith is the draft Memorandum of Agreement between the Tuguegarao City Government and the Department of Labor and Employment relative to the implementation of DOLE Integrated Livelihood Program, for your information and appropriate action.

In accordance with Section 52, paragraph b, of Republic Act No. 7160, and in view of the urgency of the matter, you are notified to convene a **SPECIAL SESSION** on **June 6, 2024 (Thursday)** to adopt and approve the corresponding legislative action.

Finally, this matter is certified as **URGENT** pursuant to Article 107 of the Implementing Rules and Regulations of the Republic Act No. 7160 or the Local Government Code of 1991.

Thank you!

In the name of public service,


MAILA ROSARIO S. TING-QUE
City Mayor 

Copy furnished:

- PESO
- City Legal Office



April 05, 2024

HON. MAILA TING-QUE
Municipality of Tuguegarao City
Carig Sur, Tuguegarao City; Cagayan

OFFICE OF THE CITY MAYOR

RECEIVED

Date: JUN 04 2024
Time: 3:40 PM
By: *[Signature]*

Thru: Ms. Mary Jane Pasion
PESO Manager

Dear Mayor QUE:

Greetings!

The Department of Labor and Employment Office RO2 will be implementing its flagship livelihood initiative, the DOLE Integrated Livelihood Program (DILP), to improve the living conditions of the disadvantaged sectors of society.

In this regard, we are pleased to inform you that the DOLE- Cagayan Field Office has allotted **P3,000,000.00** for the implementation of livelihood assistance in your area. As such, the interview and profiling of applicant-beneficiaries is scheduled on **April 26, 2024**.

Should there be queries or clarifications, you may contact Ms. Fleriza O. Calimag at 0917-826-7646.

Thank you.

Very truly yours,

LAURA B. DICIANO
Chief LEO, CFO Head

Received by: [Signature]
4/15/2024
4:15 PM

Annex R

**Memorandum of Agreement Between the DOLE RO and the Co-partner
for the Implementation of DILP**

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 02**, a government office existing by virtue of the laws of the Republic of the Philippines with principal office address at Carig Sur, Tuguegarao City, Cagayan, represented herein by its Regional Director or Authorized Representative, **JESUS ELPIDIO B. ATAL JR., MNSA** and herein referred to as **"DOLE-RO 02"**;

and

The **CITY GOVERNMENT OF TUGUEGARAO**, with principal addresses at CARIG SUR, TUGUEGARAO CITY, CAGAYAN represented herein by its Mayor, **MAILA ROSARIO S. TING-QUE**, herein referred to as **"PROPONENT Co-partner"**.

-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 (DILP)** is being considered as an important strategy towards transitioning informal workers to formal;

WHEREAS, the **DOLE-RO 02** has been given responsibility to directly implement the approved livelihood projects entitled **"Tote Bag Making and Tailoring Services" (Likhang Kamay Pangkabuhayan); "Painting Services, Motorparts & Auto Servicing, Sari-Sari Store With Bigasan, Food/Ulam Vending , Salon, Burger**

Snack, Candy Production & Vending, Pizza Production & Vending, Watch Repair Servicing, Shoe Repair Servicing, Talipapa, Fried Chicken Vending, Dressmaking, Ihawan, Carpentry, Welding Services, Kakanin Vending, Snack Vending, Peanut Processing, Vulcanizing, Panciteria, Barber Services, Street food Vending, Frozen Food Vending, Masonry Services, and Rice Vending, Carpentry, Motorparts & Auto-servicing, Sari-Sari Store, Red-Egg Production & Selling, and Fried Chicken Vending.” (Livelihood Kit) in accordance with the Department Order No. 239, series of 2023;

WHEREAS, the **DOLE-RO 02** shall implement livelihood formation in the City of Tuguegarao, Province of Cagayan;

WHEREAS, the **DOLE-RO 02** has been given the responsibility to implement the DOLE Integrated Livelihood Program;

WHEREAS, the **DOLE-RO 02** shall implement livelihood formation in partnership with **City Government of Tuguegarao** as 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 Co-partner** has been accredited by **DOLE-RO 02** to implement the proposed projects of **City Government of Tuguegarao**, particularly the **“Tote Bag Making and Tailoring Services” (Likhang Kamay Pangkabuhayan)** located in Barangay Annafunan East, Tuguegarao city, Cagayan; **“Painting Services, Motorparts & Auto Servicing, Sari-Sari Store With Bigasan, Food/Ulam Vending , Salon, Burger Snack, Candy Production & Vending, Pizza Production & Vending, Watch Repair Servicing, Shoe Repair Servicing, Talipapa, Fried Chicken Vending, Dressmaking, Ihawan, Carpentry, Welding Services, Kakanin Vending, Snack Vending, Peanut Processing, Vulcanizing, Panciteria, Barber Services, Street food Vending, Frozen Food Vending, Masonry Services, and Rice Vending, Carpentry, Motorparts & Auto-servicing, Sari-Sari Store, Red-Egg Production & Selling, and Fried Chicken Vending.” (Livelihood Kit)** located in the different barangay of Tuguegarao City, Cagayan;

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:

1. The DOLE-RO 02 shall:

1. Provide the fund assistance for working capital to the **PROPONENT Co-partner** of the approved per project proposal amounting to **FIVE HUNDRED EIGHT THOUSAND & TWO HUNDRED PESOS** only (P508,200.00), **FIVE HUNDRED SIXTY SIX THOUSAND PESOS** only (P566,000.00) and **TWO MILLION NINE HUNDRED FOURTY THREE THOUSAND TWO HUNDRED FIFTY SIX PESOS** only (P2,943,256.00), to be used exclusively for the implementation of the projects. 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 Nos. 2012-001 and 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 through a Deed of Donation. The **DOLE-RO 02** may take appropriate action if the beneficiary has deviated from the terms and conditions of the Deed of Donation;
3. Conduct regular inventory of the equipment, together with the **PROPONENT Co-partner**, to determine their physical condition;
4. Provide orientation/briefing to **PROPONENT Co-partner** prior to issuance of fund assistance to ensure that both the technical and administrative concerns relative to the Project are adequately addressed;
5. Witness the delivery/inspection of raw materials, tools and equipment from the supplier to the **PROPONENT Co-partner**;
6. Provide technical assistance to the **PROPONENT Co-partner** whenever necessary;
7. Monitor and inspect the project implementation together with the **PROPONENT Co-partner** and verify the financial records and reports of the **PROPONENT Co-partner**;
8. Adhere to the accounting and auditing requirements of fund transfers to the **Proponent Co-partner** per COA Circular Nos. 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 Co-partner** as well as taking up liquidation and COA CSBs issued;
9. 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 Co-partner**;
10. Issue Certificate of Completion of Procurement upon completion of procurement of assistance;

11. Institute appropriate actions against the concerned **PROPONENT Co-partner** 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, non-returned of unused funds, the legal costs of which shall be shouldered by the **PROPONENT Co-partner**.

B. The PROPONENT Co-partner 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 per project cost in the amount of **(SEVENTYFIVE THOUSAND PESOS) only (P75,000.00), ONE HUNDRED SIXTY SIX THOUSAND PESOS only (P166,000.00) and ONE HUNDRED THOUSAND PESOS only (P100,000.00)**, for the supervision, training and monitoring per projects or for other needs related to the projects;
4. Adhere to DO No. 239, the Revised DILEEP guidelines and other relevant government regulations;
5. Deposit the check received for the purpose to their authorized depository bank. It shall issue corresponding Official Receipt (OR) to acknowledge funds received from **DOLE-RO 02**;
6. Utilize the amount received from **DOLE-RO 02** 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 Co-partner 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-RO 02** 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. Ensure the implementation of a profit-sharing scheme of the participating NGOs/POs as guided by DOLE;
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-RO 02**;
14. Keep and maintain separate account and financial records/subsidiary records for funds received from **DOLE-RO 02** in accordance with generally accepted accounting principles. Funds shall not be mingled with other funds owned and controlled by the PROPONENT Co-partner;
15. Submit to DOLE-RO 02 on or before January 2025 the required worker's profile and Report of Check Issued or report of disbursement (if thru Implementing Agency, i.e. LGU) or fund utilization report (if thru NGOs/POs), with supporting documents such as invoices, pictures, and acceptance/acknowledgement receipt by the beneficiaries of the raw materials, and/ or equipment, tools and jigs*;
16. Secure prior approval of the **DOLE-RO 02** in case of deviation from the approved project proposal; and
17. Monitor the projects and submit regular quarterly and annual progress reports to **DOLE PO/FO**.

*Note: As applicable

II. COMMENCEMENT OF PROJECT IMPLEMENTATION

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 the **PROPONENT Co-partner** to the **DOLE-RO 02**.

III. MODIFICATION/AMENDMENT AND EFFECTIVITY

1. Any modification/amendment to this Agreement shall be subject to the mutual consent of the parties hereto;
2. Any deviation from the approved project proposal shall require approval from the **DOLE-RO 02**. In case of unauthorized deviations, the **PROPONENT Co-partner** 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; and
3. 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 _____ 2024.

**DEPARTMENT OF LABOR AND EMPLOYMENT-
REGIONAL OFFICE No. 02**

PROPONENT Co-partner

By:

By:

JESUS ELPIDIO B. ATAL JR., MNSA

Regional Director /Authorized Representative

HON. MAILA ROSARIO S. TING-QUE

City Mayor/Head of Proponent Co-partner

Signed in the Presence of:

LAURA B. DICIANO

Witness

ROCHELYN C. BAUTISTA

Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BEFORE ME, in the City of _____, this ____ day of _____ 2024, personally appeared the following:

NAME	VALID IDENTIFICATION CARD/NUMBER	DATE/PLACE OF ISSUE
<u>JESUS ELPIDIO B. ATAL JR., MNSA</u>		
<u>HON. MAILA ROSARIO S. TING-QUE</u>		

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 ____