

Republic of the Philippines
Province of Davao del Norte
CITY OF TAGUM

BEFORE THE 4TH CITY COUNCIL

EXCERPT FROM THE MINUTES OF THE 61ST REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON SEPTEMBER 15, 2008 AT THE SP SESSION HALL.

PRESENT:

Hon. ALLAN L. RELLON, MPA,	City Vice Mayor (Presiding Officer)
Hon. MARIA LINA F. BAURA,	Member
Hon. ROBERT L. SO,	Member
Hon. DE CARLO L. UY,	Member
Hon. RAYMOND JOEY D. MILLAN,	Member
Hon. VICENTE C. ELIOT, SR.,	Member
Hon. JOEDEL T. CAASI,	Member
Hon. ALAN D. ZULUETA,	Member
Hon. NICANDRO T. SUAYBAGUIO, JR.,	Member
Hon. REYNALDO T. SALVE,	Member
Hon. FRANCISCO C. REMITAR,	Member
Hon. CYRIL LEONARD L. MURING,	Member (SKF Representative)
Hon. ALFREDO R. PAGDILAO,	Member (ABC Representative)

RESOLUTION NO. 474, s-2008

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. REY T. UY, TO ENTER INTO AND SIGN FOR AND IN BEHALF OF THE CITY GOVERNMENT OF TAGUM A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE) REGIONAL OFFICE X1 REPRESENTED BY ATTY. JALILLO O. DELA TORRE, REGIONAL DIRECTOR, FOR THE IMPLEMENTATION OF TAGUM CITY'S GROW MICRO PROGRAM".

WHEREAS, the City of Tagum has been identified as one of the Most Viable and Most Competitive Business Sites in the Philippines thus, the approval of the project proposal of its Grow Micro Program;

WHEREAS, the DOLE shall provide to the City Government of Tagum the fund assistance amounting to Three Hundred Fifty Thousand (P 350,000.00) Pesos only through the Microbiz Incubation Center;

WHEREAS, the said assistance from the Workers Income Augmentation Program for the Informal Sector of the DOLE would also be in the form of Capability Building and Training Cum Production and Micro Enterprise Development;

WHEREAS, the City Government of Tagum is constantly maintaining partnership with various sectors aiming to promote poverty reduction and economic growth with its goal to provide jobs for its constituents;

WHEREAS, the City Government of Tagum through Microbiz Incubation Center shall have the sole responsibility and authority to utilize and develop the said financial assistance given by the DOLE for the general welfare of the constituents of Tagum;

NOW THEREFORE, be it resolved by the 4th City Council of Tagum to authorize the City Mayor, Hon. Rey T. Uy, to enter into and sign for and in behalf of the City Government of Tagum a Memorandum of Agreement (MOA) with the Department of Labor and Employment (DOLE) Regional Office X1 represented by Atty. Jalillo O. Dela Torre, Regional Director, for the implementation of Tagum City's Grow Micro Program".

RESOLVED FURTHER, that the full text of the Memorandum of Agreement shall be as follows:

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into, between:

The Department of Labor and Employment (DOLE), herein represented by its Regional Director, Atty. Jalilo O. Dela Torre with official address at LDL Building, Bangoy St., Davao City herein referred to as DOLE;

-and-

The City of Tagum, a local government unit, created by virtue of Philippine Laws and represented by its City Mayor, Honorable Rey T. Uy herein referred to as "LGU TAGUM".

WITNESSETH

WHEREAS, DOLE RO XI develops the Grow Micro Program Micro biz Incubation Center as the main delivery mechanism of all DOLE Livelihood Programs;

WHEREAS, the DOLE implements the Workers Income Augmentation Program for the Informal Sector pursuant to Department Order No. 01-A in line with its effort to help the workers and the private enterprises adjust to the growing competitive environment and in accordance with the accounting and auditing guidelines on the release of fund assistance to Non-Government Organization, Unions, Cooperatives and People's Organization prescribed in COA Circular 2007-001;

WHEREAS, the "LGU-TAGUM" being the PROPONENT is an accredited partner of DOLE to be capable and experienced in implementing the Workers Income Augmentation Program for the Informal Sector and have established the Grow Microbiz Incubation Center and have passed all the requirements for accreditation in accordance with COA Circular 2007-001;

NOW THEREFORE, the parties hereby agree to bind themselves to the following terms and conditions;

RESPONSIBILITIES OF THE PARTIES:

a. The DOLE shall:

1. Provide the fund assistance from the Workers Income Augmentation Program for the Informal Sector to the PROPONENT in the form of Capability Building and Training Cum Production AND Micro Enterprise Development amounting to **Three Hundred Fifty Thousand Pesos Only (P350,000)** for the implementation of the Program through the Microbiz Incubation Center.
2. Provide briefing to PROPONENT prior to issuance of release of the fund assistance to ensure that both the technical and administrative concerns relative to the project are adequately addressed.
3. Provide technical assistance to the PROPONENT whenever necessary or as may be requested.
4. In case fund assistance includes allocation for acquisition of equipment, purchase the necessary equipment indicated in the approved project proposal through competitive public bidding and compliance with government accounting and auditing rules and regulations. DOLE shall own the equipment and forward the same to the PROPONENT who shall acknowledge receipt of same through a Memorandum Receipt for Equipment. DOLE, together with the PROPONENT, shall conduct regular inventory of the equipment to determine their physical condition.
5. Monitor and inspect the project implementation of the PROPONENT on a regular basis, verify financial records and reports of the PROPONENT.

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6. Demand the refund of unused funds or savings after project completion and the refund of any disallowed amount after financial audit by the DOLE and/or the Commission on Audit.
 7. Issue certificate of acceptance upon satisfactory completion of the project and the acceptance by its ultimate beneficiaries and take up the credit to the PROPONENT's account.
 8. Institute appropriate actions against the 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.
- b. The LGU TAGUM shall:
1. Adhere to the Workers Income Augmentation Program for the Informal Sector and the Grow Micro Program and the Incubation Center policies and relevant government regulations.
 2. Implement Workers Income Augmentation Program for the Informal Sector through the Microbiz Incubation Center, particularly the Capability Building, Training Cum Production and Micro Enterprise Development based on its approved project proposal appended hereto as Annex A which forms an integral part of this Agreement to achieve the objectives it is committing itself and in accordance for project implementation, time schedule, as well as the attached approved project cost estimates appended as Annex B.
 3. Provide equity of at least 20% of the total project cost as approved by DOLE.
 4. Issue Official Receipt (OR) for the funds received from DOLE.
 5. Post performance security acceptable to DOLE for its accountable officers, copy of which shall be submitted to DOLE.
 6. Keep the DOLE informed at least three (3) working days before the actual date of implementation of the project as well as at each major phases of implementation.
 7. Ensure that streamers/banners/ads/press releases used in the training shall include the sponsor and the name of the proponent, to properly inform the beneficiaries of the project.
 8. In case fund assistance includes allocation for acquisition of equipment, use the training equipment acquired by DOLE exclusively for the implementation of the approved project proposal and be responsible for the proper storage and maintenance of the equipment, the cost of which shall be part of the PROPONENT's equity. It shall secure written approval from DOLE for transfer of any equipment from the project site to another location. It shall return the equipment in its normal state of efficiency to the DOLE after the implementation of the training program, unless other written agreement is reached to the contrary by herein parties. In case of loss, damage or deterioration, the PROPONENT shall be liable for its money value.
 9. Utilize the amount received from DOLE solely for the above-mentioned project and/or for the purpose and line items as specified in the project proposal/cost. Any staff hired for the project are considered its staff and not of DOLE, hence, payment of salaries of the same shall not be sourced from the DOLE funds.
 10. Shall not use the funds for money market placement, time deposit and other forms of investments not related to the project.
 11. Keep and maintain financial and accounting records for the funds received from DOLE in accordance with generally accepted accounting principles.
 12. Keep and maintain separate account and financial accounting records/subsidiary records for funds received from DOLE Funds shall not co-mingle with other funds owned and controlled by the PROPONENT. It shall also maintain a separate record for counterpart contributions/funds such as, but not limited to costs of personnel, office supplies, office space, program funds, which shall be incorporated in the progress/final reports to be submitted to DOLE.

13. Submit the required monthly and terminal reports (within 60 days after completion of the project) financial and physical status reports in the prescribed forms to the DOLE with required evidences like the payroll, invoices, pictures, certificate of project completion and acceptance of the project by the beneficiaries supported by attendance sheets (include names, complete addresses and signature of participants), as well as financial statement which should be duly certified by LGU Accountant on the case of projects amounting to P100,000 or more.

II DURATION OF THE IMPLEMENTATION OF THE PROJECT:

a. The duration of the implementation of the project covered by this Agreement shall be within 60 days but not to exceed one (1) year from receipt of the Notice to Proceed , subject to adjustments upon written request to the PROPONENT and upon written approval of the DOLE. Project implementation shall commence within fifteen (15) working days upon receipt of the Notice to Proceed from DOLE and the first tranche of the fund assistance.

III. MODIFICATION/AMENDMENT AND EFFECTIVITY:

- a. Any modification / amendment to this agreement shall be subject to the mutual consent of the parties hereto,
- b. In case of unauthorized deviations or alterations in the implementation of the approved project proposal, the PROPONENT shall be obliged to return the whole amount without need of prior demand from the DOLE. Unauthorized deviations or alterations shall also give the DOLE the right to stop payment of the check covering the amount of grant and/or succeeding releases.
- c. In case of authorized deviations, the DOLE shall have the discretion to reduce the amount in proportion to the projected expenses reflected in the original project proposal.
- d. This Agreement takes effect upon signing of the parties hereto and shall remain in force for the duration of the implementation of the project as provided in Section II (a) of this MOA.

IN WITNESS WHEREOF, the parties, through their representatives, have hereunto affixed their signatures this ____ day of _____ 200__.

DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE):

By:

JALILO O. DELA TORRE
Regional Director

PROPONENT:

By:

HON. REY T. UY
City Mayor

Signed in the Presence of:

MILAGROS V. GUTIERREZ

Provincial Officer
Witness

Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILEPPINES)
CITY OF _____) S.S.

BEFORE ME, in the City of _____, this ____ day of _____, 200__, personally appeared the following:

NAME	COMMUNITY TAX NO.,	PLACE,	DATE
ATTY. JALILO O. DELA TORRE	5871335	Manila	Aug. 22, 2007
HON. REY T. UY			

all known to me and 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 six (6) 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 2008.

CARRIED AND APPROVED.

I HEREBY CERTIFY to the correctness of the foregoing.

(Sgd) **REY A. BUHION**
Secretary to the Sanggunian

**ATTESTED AND CERTIFIED
TO BE DULY ADOPTED:**

(Sgd) **ALLAN L. RELLON, MPA**
City Vice Mayor
(Presiding Officer)

fname: RN47408
ffm