



Republika ng Pilipinas  
**TANGGAPAN NG SANGGUNANG PANLUNGSOD**  
**Lungsod ng Naga**

City Hall Compound, J. Miranda Avenue, Naga City, 4400

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☎ 205-2980 local 2060

**RESOLUTION NO. 2021-440**

XXXXXXXXXXXXXXXXXXXXXXX



**RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN THE CITY GOVERNMENT OF NAGA AND THE DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE), REGIONAL OFFICE NO. V, RELATIVE TO THE AVAILMENT OF THE LATTER'S INTEGRATED LIVELIHOOD PROGRAM (KABUHAYAN PROGRAM) :-**

Sponsor: Hon. Jose B. Perez *JB*

**WHEREAS**, received by the Sangguniang Panlungsod for appropriate action is the 1<sup>st</sup> Indorsement dated September 23, 2021 of His Honor, the city Mayor endorsing for ratification the Memorandum of Agreement entered into by and between the City Government of Naga and the Department of Labor and Employment (DOLE) relative to the availment of the latter's Integrated Livelihood program;

**WHEREAS**, through Resolution No. 2020-424, the Sangguniang Panlungsod granted the Honorable City Mayor to enter into the said Agreement, subject to the ratification by the Sangguniang Panlungsod;

**WHEREAS**, copy of the said memorandum of Agreement is hereto attached as integral part of this resolution;

**WHEREAS**, finding the ratification of this Agreement to be in order and necessary in availing of the DOLE's Kabuhayan Program aimed at reducing poverty and vulnerability to risks of the poor, vulnerable, and marginalized workers through provision of livelihood undertakings;

**NOW, THEREFORE**, on motion of Hon. Jose B. Perez, seconded by Hon. Joselito S.A. del Rosario, Hon. Jose C. Rañola, Hon. Jessie R. Albeus, Hon. Antonio B. Beltran and Hon. Mary Kylie Francine B. Tripulca;

**BE IT RESOLVED**, as it is hereby resolved, to ratify the Memorandum of Agreement entered into by and between the Department of Labor and Employment (DOLE), Regional Office No. V, relative to the availment of the latter's Integrated Livelihood Program (Kabuhayan Program).

**LET COPIES** of this resolution be furnished His Honor, the City Mayor, and the Department of Labor and Employment (DOLE), Regional Office No. V, through Regional Director Joel M. Gonzales, for their information.

APPROVED.

Adopted: September 28, 2021

Xxx

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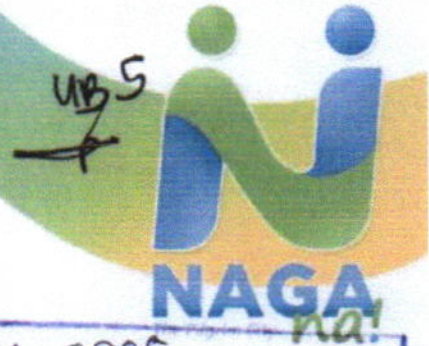
**WE HEREBY CERTIFY** to the correctness of the foregoing resolution.

**GIL A. DE LA TORRE**  
Secretary to the  
Sangguniang Panlungsod

*CECILIA B. VELUZ-DE ASIS*  
**CECILIA B. VELUZ-DE ASIS**  
City Vice Mayor  
& Presiding Officer



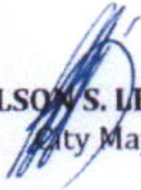
Republic of the Philippines  
**Office of the City Mayor**  
City of Naga, 4400



**1st Indorsement**  
September 23, 2021

SPIN 2021-0905  
**RECEIVED**  
TANGGAPAN NG  
SANGGUNIANG PANLUNGSOD NG NAGA  
Date: SEP 23 2021  
Time: 1:24pm By: [Signature]

Respectfully endorsing to the Honorable Members of the Sangguniang Panlungsod thru the Presiding Officer the herein **Memorandum of Agreement** between the **Department of Labor and Employment - Regional Office No. V** and **Local Government Unit of Naga City**, to avail of the DOLE's Integrated Livelihood Program (Kabuhayan Program), for ratification of the Sangguniang Panlungsod.

  
**NELSON S. LEGACION**  
City Mayor

## ANNEX M

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

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#### 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 Dona Aurora St. Old Albay, Legazpi City, represented herein by its Regional Director, **MA. ZENAIDA A. ANGARA-CAMPITA, CESO III** and herein referred to as "**DOLE - REGION**";

and

The **LOCAL GOVERNMENT UNIT OF NAGA CITY, CAMARINES SUR** with principal address at **City Hall, J. Miranda Avenue, Concepcion Pequeña, Naga City**, Camarines Sur represented herein by its City Mayor **ATTY. NELSON S. LEGACION**, herein referred to as "**PROPONENT ACP**" or "**PROPONENT BENEFICIARY**".

#### WITNESSETH

**WHEREAS**, the current Administrations' 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 V** has been given responsibility to directly implement the approved Livelihood (Kabuhayan) Project entitled "**Good Manufacturing Practices (GMP) Compliant Negosyo sa Kariton (Negokart)**", in accordance with the Department Order No. 173, series of 2017;

**WHEREAS**, DOLE - **REGION** shall implement (livelihood formation or enhancement or restoration) in the **City of Naga**, Camarines Sur. **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 of Naga**, Province of Camarines Sur, in partnership with the **Local Government Unit of Naga City**, Camarines Sur 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 the Local Government Unit of **Naga City**, Camarines Sur, particularly the **Negokart Stakeholders** located in **Evangelista Street, Old Plaza Rizal, Naga City**, Camarines Sur.

**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 **Five Hundred Forty Thousand Pesos (540,000.00)**, 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 **Two Hundred Twenty-Seven Thousand Two Hundred Sixty-Four Pesos (P 227,264.00)** and an additional **Two Hundred Thirty-Seven Thousand Five Hundred Twenty Three Pesos & 37/100 (237,523.37)** counterpart from the beneficiaries for the conduct of preparatory activities, trainings, supervision and monitoring of the project or for other needs related to the project;
4. Adhere to DO No. 173-17, 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/FO.
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## 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 25th day of August 2021.

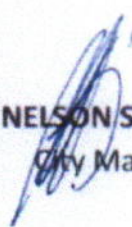
### DOLE-REGION V

By:

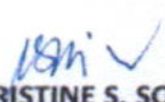
  
MA. ZENAIDA A. ANCARA-CAMPITA, CESO III  
Regional Director

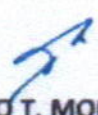
### PROPONENT ACP

By:

  
ATTY. NELSON S. LEGACION  
City Mayor

Signed in the Presence of:

  
ANA CHRISTINE S. SORIANO  
Provincial Field Officer

  
FLORENCIO T. MONGOSO, JR., CSEE  
Department Head II (Metro PESO Manager II)

### Certification of Availability of Funds

  
ANGELICA JOY L. NAPOLIS  
Chief Accountant

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF LEGAZPI CITY, ALBAY

BEFORE ME, in the City of LEGAZPI CITY, ALBAY this SEP 08 2021 day of SEP 08 2021,  
personally appeared the following:

NAME	VALID ID	PLACE OF ISSUE
ATTY. NELSON S. LEGACION	LTO-E04-98-049053	Naga City
MA. ZENAIDA A. ANGARA-CAMPITA, CESO III	AMID: CRN 006-0009-9636-7	

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 six (6) pages including this page of acknowledgement, signed by the parties and their witnesses and sealed with my notarial seal.

Book No. IV  
Doc No. 965  
Page No. 94  
Series of 2021

  
**NOTARY PUBLIC**  
**MICHAEL JOHN T. LAVADIA**  
NOTARY PUBLIC No. 2018-07 valid until 12-31-2021  
Lavadia Law & Accounting Office / 701 Rizal Street Legazpi City  
Roll of Attorney No. 63765 / TBP Lifetime No. 0128261711420  
PTR No. 7367408 01-07-21 / MCLE compliance no. 111120577

