



Republic of the Philippines
Province of Oriental Mindoro
MUNICIPALITY OF BULALACAO

OFFICE OF THE SANGGUNIANG BAYAN

Municipal Building, Poblacion, Bulalacao, 5214, Oriental Mindoro
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EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF
THE 12TH SANGGUNIANG BAYAN OF BULALACAO, ORIENTAL
MINDORO HELD ON AUGUST 18, 2025 AT SANGGUNIANG BAYAN
SESSION HALL

PRESENT:

- | | |
|------------------------------|--|
| Hon. German S. Acosta | Municipal Vice Mayor/Presiding Officer |
| Hon. Guillermo G. Salas, Jr. | Sangguniang Bayan Member |
| Hon. Moses M. Osorio, Sr. | Sangguniang Bayan Member |
| Hon. Ramon G. Magbanua | Sangguniang Bayan Member |
| Hon. Joejie R. Narciso | Sangguniang Bayan Member |
| Hon. Romeo O. Fallaria | Sangguniang Bayan Member |
| Hon. Roger M. Evangelio, Sr. | Sangguniang Bayan Member |
| Hon. Jerus Jade B. Reyes | Sangguniang Bayan Member |
| Hon. Nestor L. Eguillon | Sangguniang Bayan Member |
| Hon. Acheron U. Calinog, Jr. | IPM Representative |
| Hon. Enrico C. Villas | Pangulo, Liga ng mga Barangay |
| Hon. Francis Dave C. Cantos | SK Federation President |

ABSENT:

NONE

X ----- X

RESOLUTION NO. 25-08-251

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR TO REPRESENT THE LOCAL GOVERNMENT UNIT OF BULALACAO, ORIENTAL MINDORO TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF LABOR AND EMPLOYMENT, REGION IV-MIMAROPA REPRESENTED BY ITS REGIONAL DIRECTOR NAOMILYN C. ABELLANA FOR THE IMPLEMENTATION OF VARIOUS DOLE LIVELIHOOD PROGRAMS AND PROJECTS IN THE MUNICIPALITY OF BULALACAO, PROVINCE OF ORIENTAL MINDORO AND SUCH OTHER TERMS AND CONDITIONS THAT MAY BE AGREED UPON BY BOTH PARTIES

Sponsors:

Sangguniang Bayan Member ROMEO O. FALLARIA
Chairperson, Committee on Rules, Privileges, Ordinances and Legal Matters

Sangguniang Bayan Member ROGER M. EVANGELIO, SR.
Chairperson, Committee on Labor, Employment and Human Resource Development

RESOLVED AS IT IS HEREBY RESOLVED, To: Authorize Honorable Lumelito M. Cabagay, Municipal Mayor to represent the Local Government Unit of Bulalacao, Oriental Mindoro to enter into a

HON. GERMAN S. ACOSTA
 HON. GUILLERMO G. SALAS, JR.
 HON. MOSES M. OSORIO, SR.
 HON. RAMON G. MAGBANUA
 HON. JOEJIE R. NARCISO
 HON. ROMEO O. FALLARIA
 HON. ROGER M. EVANGELIO, SR.
 HON. JERUS JADE B. REYES
 HON. NESTOR L. EGUILLON
 HON. ENRICO C. VILLAS
 HON. FRANCIS DAVE C. CANTOS
 HON. ACHERON U. CALINOG, JR.

Memorandum of Agreement with the Department of Labor and Employment, Region IV-MIMAROPA represented by its Regional Director Naomilyn C. Abellana for the implementation of various DOLE livelihood programs and projects in the Municipality of Bulalacao, Province of Oriental Mindoro and such other terms and conditions that may be agreed upon by both parties;

ON MOTION of SB Member Romeo O. Fallaria together with SB Member Roger M. Evangelio, Sr. jointly seconded by SB Member Ramon G. Magbanua and SB Member Jerus Jade B. Reyes, foregoing was...

APPROVED: August 18, 2025, Bulalacao, Oriental Mindoro.

Hon. **GUILLERMO G. SALAS, JR.**
Sangguniang Bayan Member

Hon. **MOSES M. OSORIO, SR.**
Sangguniang Bayan Member

Hon. **RAMON G. MAGBANUA**
Sangguniang Bayan Member

Hon. **JOEJIE R. NARCISO**
Sangguniang Bayan Member

Hon. **ROMEO O. FALLARIA**
Sangguniang Bayan Member

Hon. **ROGER M. EVANGELIO, SR.**
Sangguniang Bayan Member

Hon. **JERUS JADE B. REYES**
Sangguniang Bayan Member

Hon. **NESTOR L. EGUILLO**
Sangguniang Bayan Member

Hon. **ENRICO C. VILLAS**
Pangulo, Liga ng mga Brgy.

Hon. **FRANCIS DAVE C. CANTOS**
SK Federation President

Hon. **ACERON U. CALINOG, JR.**
IPM Representative

CERTIFIED TRUE AND CORRECT:

PERLITA L. PAZ
Secretary to the Sanggunian

ATTESTED:

Hon. GERMAN S. ACOSTA
Municipal Vice Mayor/ Presiding Officer
Date Signed: August 20, 2025

Annex R

**Memorandum of Agreement Between the DOLE RO-IV MIMAROPA
and the LOCAL GOVERNMENT UNIT OF BULALACAO 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 IV-MIMAROPA**, a government office existing by virtue of the laws of the Republic of the Philippines with principal office address at Barangay Lumangbayan, Calapan City, represented herein by its Regional Director NAOMILYN C. ABELLANA and herein referred to as "**DOLE-RO-IV MIMAROPA**";

and

The **LOCAL GOVERNMENT UNIT OF BULALACAO**, with principal address At Barangay Poblacion, Bulalacao, Oriental Mindoro represented herein by its Municipal Mayor, **HON. LUMELITO M. CABAGAY**, 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-MIMAROPA** has been given responsibility to directly implement the approved livelihood project entitled " _____ ", in accordance with the Department Order 205 , series 2025;

WHEREAS, the **DOLE-RO-IV MIMAROPA** shall implement (livelihood formation or enhancement or restoration) in the Municipality of Bulalacao, Province of Oriental Mindoro.

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

WHEREAS, the **DOLE-RO-IV MIMAROPA** shall implement (livelihood formation or enhancement or restoration) in the Municipality of Bulalacao, Province of Oriental Mindoro, in partnership with **LOCAL GOVERNMENT UNIT OF BULALACAO** 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-IV MIMAROPA** to implement the proposed project of (Name of Proponent), particularly the (Name and Nature of Project) located in the Municipality of Bulalacao, Province of oriental Mindoro;

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-IV MIMAROPA shall:

1. Provide the fund assistance for working capital to the **PROPONENT Co-partner** of the approved project amounting to (Amount in Words) only (P _____ .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 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** _ 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. Provide technical assistance to the **PROPONENT Co-partner** whenever necessary;
6. Monitor and inspect the project implementation together with the **PROPONENT Co-partner** and verify the financial records and reports of the **PROPONENT Co-partner**;
7. 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;

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 Co-partner**;
9. Issue Certificate of Completion of Procurement upon completion of procurement of assistance;
10. 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 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 their authorized depository bank. It shall issue corresponding Official Receipt (OR) to acknowledge funds received from **DOLE-RO-IV MIMAROPA**;
6. Utilize the amount received from **DOLE-RO-IV MIMAROPA** 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-IV MIMAROPA** 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;

- a. 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*;
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-IV MIMAROPA**;
14. Keep and maintain separate account and financial records/subsidiary records for funds received from **DOLE-RO-IV MIMAROPA** 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-IV MIMAROPA** on or before (indicate the prescribe date of submission of the liquidation report) 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-IV MIMAROPA** 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-IV MIMAROPA**.

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 **DOLE-RO-IV MIMAROPA**. 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
- 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. IV MIMAROPA**

By:

NAOMILYN C. ABELLANA
Regional Director

LOCAL GOVERNMENT UNIT OF BULALACAO

By:

HON. LUMELITO M. CABAGAY
Municipal Mayor

Signed in the Presence of: