



Republic of the Philippines
DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT
OFFICE OF THE PRESIDENTIAL ADVISER ON THE PEACE
PROCESS



Joint Memorandum Circular No. 01, Dated February 3 , Series of 2016

TO : REGIONAL DIRECTORS (VI and VII); GOVERNORS,
MUNICIPAL/CITY MAYORS, DILG PROVINCIAL and CITY
DIRECTORS, CLGOOs and MLGOOs OF PAMANA FUND LGUs;
AND, ALL OTHERS CONCERNED

SUBJECT : Supplemental to PAMANA-DILG Fund Guidelines in the
Implementation of Projects under Closure Agreement with
RPM-P/RPA/ABB-TPG in Regions VI and VII

The Supplemental to the DILG-OPAPP Joint Memorandum Circular No. 02, Series of 2014 Re: Guidelines in the Management of PAMANA-DILG Fund for FY 2014-2016 under Section III, Item and B.7 is intended to specifically supplement the manner of accessing the PAMANA-DILG Fund under the Closure Agreement for peace development with the Rebolusyonaryong Partido ng Mangagawa-Pilipinas/Revolutionary Proletarian Army/Alex Boncayao Brigade-Tabana Paduana Group (RPM-P/RPA/ABB-TPG) in Regions VI and VII.

III. Guidelines in Accessing the PAMANA-DILG Funds

B.7 Signing of Memorandum of Agreement (MOA)

- B.7a A **MOA** shall be forged to establish the implementation arrangement between the **DILG/RO** and the **Implementing Partner (IP)**, after the submission of **Sangguniang Panlalawigan (SP)/ Sangguniang Panlungsod (SP1) Sangguniang Bayan (SB) Resolution authorizing the Local Chief Executive to enter into MOA with DILG**. The Implementing Partner may opt to open a **Special Trust Account for the PAMANA-DILG Fund** to facilitate the tracking of fund utilization however, the **Implementing Partner** may also use their existing trust account provided that a separate subsidiary ledger shall be maintained.
- B.7b The project cost to be reflected in the **MOA** shall be the budget allocation of the projects based on the listed PAMANA-DILG Fund database for FY 2014 and 2015 under the Closure Agreement with RPM-P/RPA/ABB-TPG in Regions VI and VII.
- B.7c Immediately after the signing of the MOA, the concerned DILG **Regional Office** shall obligate the whole PAMANA-DILG Fund stated therein and release the 1st tranche to the **Implementing Partner** equivalent to 80% of the fund allocation.
- B.7d The **Implementing Partner** shall, **within 90 days** immediately after the receipt of funds, submit the Project Proposal including all the requirements as stated below:

- Program of Works, Detailed estimates
- Detailed Technical Description (for non-infrastructure projects)/Detailed Engineering Design (for infrastructure projects)
- Proof of Land Ownership or Acquisition of Lot for the Settlement Site by the Proponent LGU.
- Other requirements such as: Copies of Application of the ff:
 - ✓ Water Permit
 - ✓ Land Ownership
 - ✓ ECC or CNC
 - ✓ No Overlap with any ancestral domain, if area is with Indigenous People (IPs)

B.7e The **DILG Regional Office** through the **RTWG** shall, **within 15 days** after the receipt of proposal and the required documents, complete the review and validation of the project and the recommend its approval by the Regional Director.

B.7f The **Implementing Partner** shall, upon receipt of the approved project proposal and the required documents, prepare the **Procurement Timeline** of the public bidding of the projects to be certified by the Bids and Awards Committee duly approved by the **Local Chief Executive**.

B.7g The **Implementing Partner** shall submit a written justification in case the required documents are not submitted within 90 days period after the receipt of the 1st tranche. Should the justification be unacceptable to the DILG/RO, a demand letter shall be issued to the **Implementing Partner** to return the funds received within one (1) month and the project(s) shall be subsequently cancelled. The DILG Central Office shall recommend to DBM the reversion of the DILG-PAMANA Fund to the National Treasury and the inclusion of the said **Implementing Partner** in the list of poor performers.

The existing provisions of DILG-OPAPP JMC No. 02, s. 2014 that are not in conflict with the foregoing shall continue to govern the implementation of the Closure Agreement with the RPM-P/RPA/ABB-TPG, while other PAMANA projects shall continue to be governed by the provisions of DILG-OPAPPJMC No. 02 s. 2014.

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