



*Office of the Sangguniang Panlungsod*

CITY RESOLUTION NO. 2023-250

Series of 2023

**DISTRICT I**

ON LEAVE

HON. CATHERINE SARINO-EVARISTO  
City Councilor

HON. MICHAEL E. SOLIS  
ACTING CITY VICE MAYOR

HON. ADRIELITO G. GAWARAN  
City Councilor

HON. VICTORIO L. GUERRERO, JR.  
City Councilor

HON. ALEJANDRO F. GUTIERREZ  
City Councilor

HON. LEVY M. TELA  
City Councilor

**DISTRICT II**

HON. ROBERTO L. ADVINCULA  
City Councilor

HON. REYNALDO D. PALABRICA  
City Councilor / President Pro-Tempore

HON. REYNALDO M. FABIAN  
City Councilor

ON LEAVE

HON. ROGELIO M. NOLASCO  
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN  
City Councilor

ON LEAVE

HON. SIMPLICIO G. DOMINGUEZ  
City Councilor

HON. RAMON N. BAUTISTA  
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU  
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.  
Sangguniang Panlungsod Secretary

Certified by:

HON. REYNALDO D. PALABRICA  
Acting Presiding Officer/Pres. Pro-Tempore

Approved by:

HON. ROWENA BAUTISTA-MENDIOLA  
Acting City Mayor

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FOR THE CONTINUATION OF THE FUND TRANSFER SCHEME RELATIVE TO THE IMPLEMENTATION OF THE SOCIAL PENSION PROGRAM OF THE SAID NATIONAL AGENCY TO THE LOCAL GOVERNMENT OF THE CITY OF BACOR, CAVITE.

Sponsored by:

**HON. ALDE JOSELITO F. PAGULAYAN**

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Mac Raven Espiritu, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Victorio L. Guerrero Jr., Hon. Alejandro F. Gutierrez, Hon. Michael E. Solis, Hon. Levy M. Tela.

**WHEREAS**, on May 5, 2023, the Office of Sangguniang Panlungsod received a letter from the Office of the City Mayor requesting for a resolution authorizing him to sign a Memorandum of Agreement with the Department of Social Welfare and Development regarding the continuation of the fund transfer scheme relative to the implementation of the Social Pension Program of the said national agency to the city government.

**WHEREAS**, the Social Pension Program is a worthwhile endeavor that benefits the impoverished sectors of society.

**NOW THEREFORE**, upon motion of Hon. Alde Joselito F. Pagulayan, unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign the Memorandum of



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Sangguniang Panlungsod Secretary

Certified by:

HON. REYNALDO D. PALABRICA  
Acting Presiding Officer/Pres. Pro-Tempore

Approved by:

HON. ROWENA BAUTISTA-MENDIOLA  
Acting City Mayor

Agreement with the DSWD and approving the continuation of the Fund Transfer Scheme relative to the implementation of the Social Pension Program.

**RESOLVED LASTLY**, to furnish the Office of the City Mayor, the City Social Welfare and Development Office (CSWDO) the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

**APPROVED** on the 8<sup>th</sup> day of May 2023 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with law.

Certified by:

HON. REYNALDO D. PALABRICA  
Acting Presiding Officer/Pres. Pro-Tempore

Attested by:

ATTY. KHALID A. ATEGA JR.  
Sangguniang Panlungsod Secretary

Approved by:

HON. ROWENA BAUTISTA-MENDIOLA  
Acting City Mayor

# MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**, a government agency created pursuant to Republic Act No. 5416, through its **REGIONAL OFFICE IV-A**, with the office address at Alabang Zapote Road, Alabang Muntinlupa City, Philippines, represented by its Regional Director, **Hon. BARRY R. CHUA M.D.**, and hereinafter referred to as the "**DSWD**"

and

The **CITY GOVERNMENT OF BACOOR**, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented by its Local Chief Executive, **Hon. STRIKE B. REVILLA**, pursuant to his authority duly conferred and embodied under City Resolution No. 2023-050, Series of 2023, approved by the City Council of Bacoor dated 8<sup>th</sup> day of May 2023, and hereinafter referred to as the "**LGU BACOOR**"

"Party" shall mean DSWD or LGU BACOOR, if applicable, while the term "Parties" shall mean DSWD and LGU BACOOR, collectively.

## WITNESSETH:

**WHEREAS**, the DSWD, as the lead agency for social protection, is mandated to work towards the achievement of improved capacity and opportunities of the poor, vulnerable, and disadvantaged individuals, families, and communities, to enable them to improve their quality of life;

**WHEREAS**, the *Social Pension for Indigent Senior Citizens (SocPen)* is a government assistance mandated under R.A. 9994 or otherwise known as the "*Expanded Senior Citizens Act of 2010*", SocPen is being implemented through the Department of Social Welfare and Development (DSWD) conducting mass gathering for the payouts;

**WHEREAS**, as stipulated in the General Appropriations Act, the DSWD shall ensure that the stipend shall be given directly to senior citizen beneficiaries and the most cost-effective and efficient modality of stipend distribution must be employed;

**WHEREAS**, Memorandum Circular (MC) No. 17 Series of 2022 was issued to utilize fund transfer to LGUs in order to fast track the distribution of social pension and ensure convenience to the beneficiaries;

**WHEREAS**, the LGUs thru Republic Act No. 7160, otherwise known as the "Local Government Code of 1991", are mandated to provide services to vulnerable sectors including welfare of the senior citizens;

**WHEREAS**, LGU BACCOOR recognizes its role as mandated by aforesaid laws, and commits to address the needs of the poor, especially the senior citizens; and

**WHEREAS**, to ensure the expeditious delivery of assistance, fund transfer to the LGU BACCOOR is identified as a mode of payment to qualified senior citizens.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, hereinafter set forth, the Parties hereby agree as follows:

**I. ROLES AND RESPONSIBILITIES OF LGU BACCOOR.** The LGU BACCOOR shall:

1. Submit Updated List of Eligible Senior Citizens to the DSWD FO every 1st week of the 2nd month of the quarter, as per the Standard Operating Procedures (SOP) for Social Pension Provision;
2. Facilitate preparation and approval of payroll based on the Validated List issued by the DSWD FO;
3. Claim the check/s or validated List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA), whichever is applicable, from the DSWD FO, through the Municipal Treasurer or the authorized representative of the LGU, and issue the corresponding Official Receipt, or Acknowledgement Receipts and copies of the bank accounts;
4. Determine the most efficient arrangement with each beneficiary on how the assistance shall be delivered taking into consideration the Covid-19 Alert Level Status or the guidelines imposed by the Inter-Agency Task Force on COVID-19, provided that the LGU shall ensure that the assistance is actually received by the beneficiary/ies;
5. Ensure that all SocPen funds transferred to LGUs shall be distributed by the authorized LGU BACCOOR personnel to the beneficiaries within thirty (30) days from the receipt of the funds from DSWD, strictly in accordance with the approved list of beneficiaries provided by the DSWD FO, and in the approved amount for each beneficiary;
6. Submit list of delisted beneficiaries for replacement to DSWD FO for onward uploading at the Social Pension Information System (SPIS). In this case, the DSWD FO shall return the approved validated list of replaced beneficiaries for pay out;
7. Secure the following documents during the conduct of payout for audit purposes:
  - a. List of Paid Beneficiaries or Payroll signed by the beneficiaries;
  - b. Photocopy of the identification card with specimen signatures of the beneficiaries; and
  - c. Certificate of Payment duly signed by the authorized official of the LGU concerned.
8. Take full responsibility in the proper disposition/disbursement of funds in accordance with existing accounting and auditing rules and regulations

imposed by the Commission on Audit (COA) Circular No. 94-013, and other applicable accounting and auditing manuals used by the Government;

9. Provide feedback or update to the DSWD FO on a monthly basis on the status of distribution of both paid or unpaid beneficiaries;
10. Use the funds released by the DSWD to beneficiaries solely for the purpose it was drawn;
11. Liquidate the funds within the period of thirty (30) days from the date of actual distribution of funds and submit liquidation report with the following attachments:
  - a. Report of checks (ROC) issued or report of disbursements (ROD) duly certified by the LGU accountant and approved by the Local Chief Executive (LCE);
  - b. Submit liquidation reports duly received by the COA Auditor of LGU;
  - c. List of Paid and Unpaid Beneficiaries certified by the Municipal Accountant and signed by the LCE; and
  - d. Copy of Official Receipt for any refund of unutilized balance.
12. Keep and maintain financial and accounting records for the said funds in accordance with the Generally Accepted Accounting and Auditing principles;
13. Formulate grievance mechanisms to act on grievances/ complaints in close coordination with the DSWD; and
14. Conduct of quarterly validation and monitoring thru home visits to the beneficiaries to determine their situation and the utilization of the stipend. This is to be done by the Local Social Welfare Development Office (LSWDO), Office of the Senior Citizens Affairs (OSCA) Head and senior citizens associations.

**II. ROLES AND RESPONSIBILITIES OF DSWD.** The DSWD shall:

1. Provide the LGU BACoor with the approved validated list of senior citizen beneficiaries from the Social Pension Information Sheet;
2. Release the funds to the LGU BACoor in accordance with Commission on Audit Circular Number 94-013 dated December 13, 1994, and other applicable accounting and auditing manuals used by the Government;
3. Witness the distribution of assistance, disbursement, and utilization of funds by the LGU BACoor, through its FO staff;
4. Validate the list of senior citizens who are not included in the list of beneficiaries or tagged as waitlisted and shall undergo data processing through the SPIS. Inclusion in the program shall be subject to the availability of slots and shall be governed by the existing guidelines (DSWD MC 04, Series of 2019 and Memorandum on Replacement);
5. Update the database of clients served after the LGU BACoor submits the paid beneficiaries based on the payroll;

6. Conduct regular coordination, technical assistance and quarterly meeting with LGU BACCOOR regarding the implementation/status of the program;
  7. Coordinate with LGU BACCOOR on reported complaints and grievances;
  8. Issue Official Receipts (OR) to the LGU BACCOOR with undisbursed balances for the refund of undistributed funds within fifteen (15) working days from the completion of the distribution; and
  9. Conduct semestral validation in coordination with LSWDO and OSCA Head thru home visits to the beneficiaries.
- III. **ACCOUNTABILITY.** The LCE and other officials of the LGU BACCOOR shall be held criminally, civilly and administratively liable for all acts of malfeasance, nonfeasance and misfeasance done in the course of implementation of the provisions promulgated herein.
- IV. **SEPARABILITY CLAUSE.** In case any provision hereof or any party thereof be declared void or unenforceable by competent authorities, the provision/s unaffected by such declaration shall remain valid and binding among the parties, their successors and assigns.
- V. **EFFECTIVITY OF THIS AGREEMENT.** This Agreement shall take effect upon signing of the parties and shall remain valid and existing until revoked or terminated by their mutual consent in writing.

**IN WITNESS WHEREOF**, the Parties have hereunto affixed their signatures on the date at the place above written.

**DEPARTMENT OF SOCIAL WELFARE  
AND DEVELOPMENT**

By:

**BARRY R. CHUA, M.D.**  
*Regional Director*

**CITY GOVERNMENT OF BACCOOR**

By:

**Hon. STRIKE B. REVILLA**  
*City Mayor*  
City Resolution No. 2023-050  
Series of 2023

Signed in the Presence Of:

**ELOISA L. ROGADO**  
*Division Chief*  
Protective Services Division

**EMILIANA DR. UGALDE**  
*City Social Welfare Development Officer*  
CSWDO

### ACKNOWLEDGEMENT

Republic of the Philippines}  
\_\_\_\_\_} SS

**BEFORE ME**, a Notary Public for and in the above jurisdiction, personally appeared the following:

Name	Gov't ID	Date Issued	Place Issued
BARRY R. CHUA, M.D.			
STRIKE B. REVILLA			

Known to me as the same persons who executed the foregoing instrument, and they acknowledge to me that the same is their free act and deed.

This instrument consisting of five (5) pages, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the parties and their instrumental witnesses, and sealed with my notarial seal.

**IN WITNESS WHEREOF**, I have hereunto set my hand, the day, year, and place above written.

Doc. No. \_\_\_\_\_;  
Reg. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_.