



*Office of the Sangguniang Panlungsod*

CITY RESOLUTION NO. 2023-350  
Series of 2023

**DISTRICT I**

HON. CATHERINE SARINO-EVARISTO  
City Councilor

HON. MICHAEL E. SOLIS  
City Councilor

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

HON. REYNALDO M. FABIAN  
City Councilor

HON. ROGELIO M. NOLASCO  
City Councilor  
ABSENT

HON. ALDE JOSELITO F. PAGULAYAN  
City Councilor

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. AYEGA, JR.  
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA  
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 (DSWD) FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR REGARDING THE TRANSFER OF FUNDS TO THE CITY TO FACILITATE THE DISTRIBUTION OF ASSISTANCE TO INDIVIDUALS IN CRISIS SITUATION (AICS).**

Sponsored by:  
**Hon. Rogelio M. Nolasco**

Co-Sponsored by:

**Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Catherine S. Evaristo, Hon. Mac Raven Espiritu, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.**

**WHEREAS**, the Department of Social Welfare and Development (DSWD) has been given the authority to distribute assistance or to transfer of funds to Local Government Units (LGUs) which will be responsible for setting up the Crisis Intervention Unit to serve the qualified beneficiaries from the identified clustered LGUs.

**WHEREAS**, the City Government of Bacoor expressed its interest to serve as an extension office of the DSWD for the provision of Assistance to the Individuals and Families in Crisis Situation (AICS) services to the qualified beneficiaries in the City of Bacoor.

**WHEREAS**, the Office of the City Mayor submitted a draft Memorandum of Agreement (MOA) to the Sangguniang Panlungsod for its review and consideration. The proposed Memorandum of Agreement is hereby deemed incorporated into and made an integral part of this Resolution.

**WHEREAS**, the partnership of the DSWD and the City Government of Bacoor to ensure the efficient delivery of AICS to qualified beneficiaries is in accordance with DSWD Memorandum Circular No. 16, Series of 2022.

**NOW THEREFORE**, upon motion of Hon. Rogelio M. Nolasco unanimously seconded by all the members present



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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. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA  
City Mayor

in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED**, by the Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with the Department of Social Welfare and Development (DSWD) regarding the transfer of funds to the city to facilitate the distribution of Assistance to Individuals In Crisis Situation (AICS).

**RESOLVED LASTLY**, to furnish the Office of the City Mayor, the CSWD-Bacoor, the DSWD Region IV-A, the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and all concerned government offices with copies of this resolution.

**APPROVED UNANIMOUSLY** this 9<sup>th</sup> day of October 2023 by the 5<sup>th</sup> Sangguniang Panlungsod of Bacoor in regular session assembled.

*I hereby certify that the foregoing Resolution is true and correct.*

Certified by:

  
**HON. ROWENA BAUTISTA - MENDIOLA**  
City Vice Mayor/ Presiding Officer

Attested by:

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

Noted by:

  
**HON. STRIKE B. REVILLA**  
City Mayor

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT made and executed by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines through **DSWD FIELD OFFICE IV-A**, and with office address at Alabang-Zapote Road, Alabang, Muntinlupa City, represented by **REGIONAL DIRECTOR BARRY R. CHUA**, and hereinafter referred to as the "DSWD".

– and –

The **CITY GOVERNMENT OF BACOR**, a local government unit under the laws of the Republic of the Philippines, with address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. \_\_\_\_\_ Series of 2023, approved by the City Council of Bacoor dated \_\_\_\_\_ day of \_\_\_\_\_ 2023, and hereinafter referred to as "**LGU**"

Collectively referred to as the "**Parties**"

### WITNESSETH:

**WHEREAS**, the DSWD, pursuant to Executive Order (EO) No. 221 series of 2003 and EO No. 137, s. 2021, is mandated to develop, implement, and coordinate social protection and poverty-reduction solutions for and with the poor, vulnerable, and disadvantaged;

**WHEREAS**, one of the programs implemented by the DSWD is the Assistance to Individuals and Families in Crisis Situation (AICS) program, which serves as a crisis-intervention and stop-gap measure to support the recovery of individuals and families suffering from unexpected life events or crises;

**WHEREAS**, DSWD issued a Memorandum Circular (M.C.) No. 16, s. 2022, entitled "*Revised Guidelines for the Implementation of the Assistance to Individuals in Crisis Situation*," provides for the eligibility and documentary requirements for program beneficiaries intending to avail of AICS, the implementing procedures as well as the different modes of disbursement strategies, such as but not limited to transfer of funds to local government units;

**WHEREAS**, the DSWD aims to bring its services closer to the public in line with the thrust of the current administration to ensure that immediate assistance is provided to those in need on the principle that social protection is best pursued as a multi-stakeholder agenda to reach more people and increase impact;

**WHEREAS**, towards this end, the DSWD has established new satellite offices in the National Capital Region (NCR), in partnership with the Local Government Units, that allow qualified beneficiaries to access AICS services without going to the DSWD Central Office;

**WHEREAS**, pursuant to Republic Act No. 7160 or the Local Government Code of 1991, LGUs shall exercise such other powers and discharge such other functions and responsibilities as are necessary, appropriate, or incidental to the efficient and effective provision of basic services, including but not limited to social welfare services;

**WHEREAS**, the DSWD intends to expand the implementation of various DSWD satellite offices within the territorial jurisdiction of LGUs to cover areas outside of the National Capital Region;

**WHEREAS**, the DSWD will implement, on a pilot basis, an arrangement whereby an LGU outside of the National Capital Region will agree to serve as an extension office of the DSWD for the provision of AICS services to qualified beneficiaries coming from other LGUs belonging to the identified clustered LGUs;

**WHEREAS**, the arrangement entails that the DSWD will transfer funds to the LGU, which will be responsible for setting up the Crisis Intervention Unit to serve the qualified beneficiaries from the identified clustered LGUs;

**WHEREAS**, the City of Bacoor expressed its interest in serving as an extension office of the DSWD for the provision of AICS services to the qualified beneficiaries in Bacoor, including those who are from nearby LGUs such as the City of Bacoor in Cavite,

**WHEREAS**, the partnership between DSWD and the City of Bacoor will be contained in a Memorandum of Agreement (MOA) to ensure effective and efficient delivery of AICS to qualified beneficiaries in accordance with MC No. 16, s. 2022 and its supplementary issuances thereto, subject to pertinent accounting, budgeting, and auditing laws, rules, and regulations;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the Parties hereby mutually agree to enter into this agreement under the following terms and conditions.

## **I. APPLICABILITY**

- a. For purposes of this MOA, the LGU may provide different kinds of financial assistance under the AICS program to qualified beneficiaries from the City of Bacoor in Cavite, according to the parameters of MC 16, s. 2022 and its supplementary issuances thereto, as follows:

Kind of Cash Assistance	Amount of Assistance
Medical Assistance	P1,000.00 to P10,000.00
Funeral Assistance	P1,000.00 to P10,000.00
Educational Assistance	P1,000.00 to P10,000.00
Cash assistance for other support services/Cash relief assistance such as assistance during natural and man-made disasters	P1,000.00 to P10,000.00

b. Unless covered in a future MOA, the provision of the following assistance shall not be available for processing by the LGU and may not be charged against the funds subject to the fund transfer, to wit:

- (i) Financial assistance exceeding Php10,000.00;
- (ii) Issuance of guarantee letter;
- (iii) Material assistance;
- (iv) Psychosocial Assistance; and
- (v) Referral Services.

## II. ROLES AND RESPONSIBILITIES OF THE PARTIES

### A. The DSWD FO shall:

1. Transfer funds to the LGU within fifteen (15) calendar days from the submission of the signed and notarized MOA and its supporting documents to wit:
  - a) Certification for No Unliquidated cash advances in implementing the AICS program issued by the FO and
  - b) *Sanggunian* Resolution authorizing the Local Chief Executive (LCE) to enter into a Memorandum of Agreement with DSWD FO and expressly allowing the discharge of the functions of a satellite office and
2. The DSWD shall transfer the total amount to the City of Bacoor, but its release shall be subject to the availability of funds. It is understood that no succeeding transfer of funds for the AICS program shall be allowed without the prior transfer of funds having been fully liquidated in accordance with existing accounting and auditing rules and regulations, Provided that all funds transferred to the LGU are liquidated by the 31st of December;
3. Provide technical assistance to the LGU on the following:
  - a) Guidelines in implementing the AICS Program under MC No. 16, s. 2022 and its supplementary issuances thereto;
  - b) Compliance with financial obligations, such as on the liquidation of the fund transfer and
  - c) All other matters that would ensure the smooth implementation of this MOA.

4. Comply with the provisions of COA Circular 94-013 dated December 13, 1994, as a Source Agency, to wit:
  - a) obligate the allotment for the project to be implemented based on the MOA;
  - b) issue a check in the name of LGU;
  - c) maintain a subsidiary ledger of the cash transferred pertaining to the project;
  - d) require the LGU to submit the Report of Check Issued (RCI) and the Report of Disbursement (RD) and furnish the latter with a copy of the journal voucher taking up the expenditures. Upon receipt of the copy of the Certificate of Settlement and Balances (CSB) and the Credit Notice (CN) issued by the LGU Auditor, the Accountant shall draw a journal voucher restoring the amount previously credited for any disallowance. The LGU shall be furnished with a copy of the journal entry voucher and
  - e) issue the official receipt for the unused balance and the refunded disallowance remitted by the LGU.
5. Enforce the submission of liquidation and other reports by the LGU through a demand letter in case of failure to comply with the submission of reports mentioned under Section B of this MOA;
6. Regularly update the beneficiary database of the AICS Program using the data provided by the LGU for onward transmission to the Central Office according to the timelines provided under existing DSWD issuances;
7. Conduct year-end assessment and evaluation of the MOA implementation; and
8. Designate a focal person for the progress monitoring as well as the submission of liquidation and other reports pursuant to this MOA.

**B. The LGU shall:**

1. Submit to the DSWD Field Office the signed and notarized MOA and the supporting documents to facilitate the transfer of funds;
2. Set up a Crisis Intervention Unit for the purpose of this MOA to ensure that qualified beneficiaries from the City of Bacoor in Cavite are provided with the necessary assistance upon assessment and presentation of the documentary requirements;
3. Disseminate the information that the AICS program may now be availed in their locality by residents from the City of Bacoor in Cavite;
4. Comply with the provisions of COA Circular 94-013 dated December 13, 1994, as the Implementing Agency, to wit:
  - a) issue an official receipt for every amount received from the DSWD;
  - b) deposit the amount with its authorized depository bank;
  - c) keep separate subsidiary records for the trust liability whether or not

- a separate bank account is maintained;
  - d) Within five (5) days after the end of each month, the Accountable Officer (AO) shall prepare the RCI and the RD and shall submit them with all supporting vouchers/payrolls and documents to the LGU Accountant. These reports shall be approved by the Local Chief Executive;
  - e) within ten (10) days after receipt from the AO, the LGU Accountant shall verify the Reports, provide accounting entries, record and submit the duplicate copies of the Reports with all the originals of vouchers/payrolls and all supporting documents to the LGU Auditor. The Accountant shall ensure that only expenses for the project are included in the Reports. The original copy of the Reports shall be submitted to the DSWD (Attention: The DSWD FO Accountant).
  - f) record the disallowance in audit after receipt of the CSB and the CN issued by the LGU Auditor and require the settlement of any suspension and disallowance;
  - g) return to the DSWD any unused balance and refund of disallowance upon project completion.
5. Ensure an adequate workforce, including one Registered Social Worker for every 300 qualified beneficiaries, as well as an appropriate disbursement plan in case of mass payout, to implement the AICS program through the Local Social Welfare and Development Office, as far as practicable, in accordance with this MOA. It is understood, however, that no employer-employee relationship shall exist between the personnel and the DSWD;
  6. Submit the list of beneficiaries, both in digital and print copies, in accordance with the standard reporting template as may be required by the DSWD after every payout or at the end of each month, as the case may be;
  7. Manage and address all grievances in the implementation of the MOA and
  8. Designate a focal person responsible for submitting the status, liquidation, and other reports to the DSWD FO.

### **III. ACCOUNTABILITY**

The funds released by DSWD shall be solely used to implement the AICS program as provided for in this MOA, subject to the usual auditing laws, rules, and regulations.

Once the fund is transferred to the LGU, subsequent transfer of such fund to any other LGU or entity shall not be allowed. In no case shall the fund transferred be utilized for the payment of additional compensation to employees in the form of allowances, incentive pay, bonuses, honorarium, or other forms of additional compensation, nor shall it be used to create new positions, to augment salaries of regular personnel or to purchase motor vehicles.

The Local Chief Executive of the City of Bacoor shall be primarily responsible for properly implementing the AICS program for qualified beneficiaries from Bacoor as covered by this MOA.

Violation of the provisions of this MOA shall be subject to the appropriate criminal, civil, and administrative liability under existing laws, rules, and regulations. Further, this shall result in the disqualification of the LGU from future fund transfers intended for the AICS Program.

**IV. RESOLUTION OF ISSUES**

Cases and issues not covered in this MOA shall be submitted to the DSWD for resolution.

**V. SEPARABILITY**

In case any provision hereof or any part thereof is declared void or unenforceable by competent authorities, the provision/s unaffected by such declaration shall remain valid and binding.

**VI. EFFECTIVITY**

This Memorandum of Agreement shall take effect upon signing hereof and shall remain valid and binding until the 31st of December 2023 or until all the obligations of the parties pertaining to the liquidation or settlement of the fund transfer have been duly performed, whichever is applicable.

IN WITNESS WHEREOF, the Parties hereto executed this Memorandum of Agreement this day of \_\_\_\_\_, 2023 in.

**DEPARTMENT OF SOCIAL  
WELFARE AND DEVELOPMENT**

**LOCAL GOVERNMENT UNIT OF**  
\_\_\_\_\_

**(insert name of regional director)**  
Regional Director

**(insert name of LCE)**  
Local Chief Executive

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

