



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



[Signature]
HON. CATHERINE SARINO-EVARISTO
City Councilor

[Signature]
HON. MICHAEL E. SOLIS
City Councilor

[Signature]
HON. ADRIELITO G. GAWARAN
City Councilor

[Signature]
HON. VICTORIO I. GUERRERO, JR.
City Councilor

[Signature]
HON. ALEJANDRO F. GUTIERREZ
City Councilor

[Signature]
HON. LEVY M. TELA
City Councilor

DISTRICT II
[Signature]
HON. ROBERTO L. ADVINCULA
City Councilor

[Signature]
HON. REYNALDO D. PALABRICA
City Councilor

[Signature]
HON. REYNALDO M. FABIAN
City Councilor
[Signature]
HON. ROGELIO M. NOLASCO
City Councilor

[Signature]
HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

[Signature]
HON. SIMPLICIO G. DOMINGUEZ
City Councilor

[Signature]
HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

[Signature]
HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:
[Signature]
ATTY. KHALID A. MEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
[Signature]
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
[Signature]
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2024-581A
Series of 2024

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 AND FAMILIES IN CRISIS SITUATION (AICS).

Sponsored by:
Hon. Rogelio Nolasco

Co-Sponsored by:
Hon. Roberto L. Advincula, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Alde Joselito F. Pagulayan, 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 City Government of Bacoor may provide the different kinds of financial assistance not exceeding PhP10,000.00 to residents of the city and who are assessed to be qualified beneficiaries in accordance with DSWD Memorandum Circular No. 16, Series of 2022, to wit:

| 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 to other support services/cash Relief Assistance such as assistance during natural and man-made disasters | P1,000.00 to P10,000.00 |



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Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Voted by:

HON. STRIKE B. REVILLA
City Mayor

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 a part of this Resolution.

NOW THEREFORE, upon motion of Hon. Rogelio M. Nolasco unanimously seconded by all the members present 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 and Families 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 9th day of September 2024 by the 5th Sangguniang Panlungsod of Bacoor in regular session assembled.

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

Certified by:

[Signature]
HON. ROWENA BAUTISTA - MENDIOLA
City Vice Mayor/ Presiding Officer

Attested by:

[Signature]
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Noted by:

[Signature]
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 created pursuant to Republic Act No. 5416, as amended, through **DSWD FIELD OFFICE _____**, and with office address at _____, represented by **REGIONAL DIRECTOR _____** and hereinafter referred to as the "DSWD".

- and -

The **LOCAL GOVERNMENT OF _____**, a political subdivision of the Republic of the Philippines, with office address at _____ and represented herein by its **LOCAL CHIEF EXECUTIVE, HON. _____**, who is duly authorized to represent said Local Government Unit in accordance with the Local Sanggunian resolution, and hereinafter referred to as the "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, implements crisis intervention, through the Assistance to Individuals and Families in Crisis Situation (AICS) program;

WHEREAS, DSWD issued Memorandum Circular (M.C.) No. 16, s. 2022 entitled "*Revised Guidelines for the Implementation of the Assistance to Individuals in Crisis Situation*" which provides for the different modes of disbursement strategies, such as transfer of funds to local government units;

WHEREAS, the LGUs are mandated by law to discharge basic services, including social welfare services to its constituents;

WHEREAS, the DSWD and the LGUs are partners in the implementation of social services for the poor, vulnerable and marginalized sectors and there is a need for a Memorandum of Agreement (MOA) to capture the terms of the cooperation mechanism to ensure effective and efficient delivery of AICS to qualified beneficiaries in accordance with MC No. 16, s. 2022 including supplementary issuances thereto, and other 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

For purposes of this MOA, the implementation of AICS Program in the abovementioned LGU shall be governed in this manner:

- a. The LGU may provide the different kinds of financial assistance, not exceeding P10,000.00, to residents of the aforesaid LGU and who are assessed to be qualified beneficiaries according to the parameters of MC 16, s. 2022, 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 and may not be charged against the funds subject of the present fund transfer, as follows:
- (i) financial assistance exceeding Php10,000.00;
 - (ii) issuance of guarantee letter; and
 - (iii) material assistance.

Residents of the LGU who intend to avail of the aforesaid services may be served at the DSWD, subject to availability of funds and to existing rules and regulations of the DSWD with regard to implementation of the AICS program.

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;
 - a) Certification for No Unliquidated cash advances in implementing 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.
2. The DSWD shall transfer the total amount of _____, but its release shall be subject to 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 are liquidated by the 31st of December;

3. **Provide technical assistance to the LGU on the following:**
 - a) **Guidelines in the implementation of the AICS Program under MC No. 16, s. 2022 including supplementary issuances thereto;**
 - b) **Compliance with the 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 back 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 a 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 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 transfer of funds.**

 2. **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 completion of the project.
3. Ensure to have an adequate workforce, including one Registered Social Worker for every 300 qualified beneficiaries as well as 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;
4. Submit the list of beneficiaries, both in digital and print copies, in accordance with the standard reporting template in the **Annex** (see bit.ly/AICSReportingTemplate) after every payout or at the end of each month, as the case may be;
5. Manage and address all grievances in the implementation of the MOA; and
6. Designate a focal person responsible for submitting the status, liquidation and other reports to the DSWD FO.

II. **ACCOUNTABILITY**

The funds released by DSWD shall be solely used for the implementation of 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 shall take full responsibility in the proper implementation of the AICS program in the abovementioned LGU.

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

III. RESOLUTION OF ISSUES

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

IV. SEPARABILITY

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

V. 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:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) SS.

BEFORE ME, a Notary Public for and in the City of _____ personally appeared:

| Name | Government Issued ID | Place of Issue |
|------|----------------------|----------------|
| | | |
| | | |

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and voluntary deed.

This instrument, consisting of _____ pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on this _____ day of _____ 2023 at _____

Doc. No.;
Page No.;
Book No.;
Series of 2023