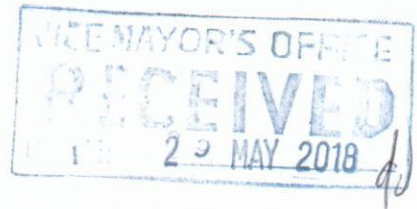




REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FOURTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON MAY 24, 2018

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Rolando M. Villasencio,	SP Member, Majority Floor Leader
Vincent L. Rama,	SP Member, Asst. Majority Floor Leader
Benjamin S. Pongos, Jr.,	SP Member
Eusebio Gerardo S. Penserger,	SP Member
Gregorio G. Yrastorza III	SP Member
John Eulalio Nepomuceno O. Aparis II,	SP Member
	Minority Floor Leader
Mariano Y. Corro,	Ex-Officio SP Member
	Chapter President, Liga ng mga Barangay ng Ormoc

ON OFFICIAL BUSINESS:

Tomas R. Serafica, (O.B. - Bohol), SP Member

ON LEAVE:

Mario M. Rodriguez	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang	SP Member
Lea Doris C. Villar	SP Member, Asst. Minority Floor Leader

RESOLUTION NO. 2018-119

A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU- ORMOC) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT-FIELD OFFICE VIII, REPRESENTED BY THE REGIONAL DIRECTOR, MR. RESTITUTO B. MACUTO, FOR THE IMPLEMENTATION OF THE ASSISTANCE TO INDIVIDUALS IN CRISIS SITUATIONS (AICS) AND THE TRANSFER OF FUNDS TO THE CITY OF ORMOC.

WHEREAS, this august Body was in a receipt of an extremely urgent endorsement from the Office of the City Mayor dated May 2, 2018 of a Request for an Omnibus Authority to the City Mayor to Enter and Sign the Memorandum of Agreement and all amendment(s) thereto, and like documents relative to the implementation of the Assistance to Individuals in Crisis Situations (AICS) with the Department of Social Welfare and Development (DSWD);

WHEREAS, the Department of Social Welfare and Development as a leader in social protection, is mandated to work towards the achievement of improved capacities and opportunities of the poor, vulnerable and disadvantaged individuals, families and communities, to enable them to improve their quality of life, continuously implements social welfare and development (SWD), social protection (SP) and anti-poverty programs and projects in partnership with various intermediaries;

WHEREAS, the Assistance to Individuals in Crisis Situations (AICS) is part of the Department of Social Welfare and Development (DSWD) protective services for the poor, marginalized and vulnerable or disadvantage individuals, which has been implemented by the said department for decades, as part of its technical assistance and resource augmentation to support local government units and other partners, which provision of financial assistance to beneficiaries with the parameters set under Department of Social Welfare and Development (DSWD) Memorandum Circular No. 02, Series of 2014, Guidelines to Strengthen and Enhance the Implementation of the Assistance to Individuals in Crisis Situations and Memorandum Circular No. 15, Series of 2014, Amendment to Memorandum Circular No. 2, Series of 2014 ;

WHEREAS, the AICS is being implemented by the Crisis Intervention Unit (CIUs) at the DSWD Central Office (CO) and Field Offices (FOs). The CIUs provide a range of services, such as immediate rescue, and provision of direct financial assistance, psychosocial support, and material assistance including medical, transportation, financial, burial and services;

WHEREAS, historical data shows there has been increasing number of AICS clients and based on their profile provides that most of them come from the regional centers where they request and claim assistance. Hence, there is a need to strengthen and enhance the existing internal delivery system to benefit the said beneficiaries;

WHEREAS, fund transfer to local government units (LGUs) is identified as mode of payment to fast track the distribution of cash assistance and the said funds shall be disposed by the LGUs as financial assistance to qualified clients in accordance with applicable DSWD guidelines and rules;

WHEREAS, for justifiable reasons, and as, stipulated in Memorandum Circular No.2 and No.15, the Field Office may transfer funds to LGUs to limit the releases of cash assistance of the Satellite Offices and to more efficiently serve AICS clients;

WHEREAS, the Memorandum of Agreement clearly stipulates the specific obligations and responsibilities of the concerned parties in regards to the effective implementation of the Assistance to Individuals in Crisis Situations (AICS) via transfer of funds by the DSWD to the City of Ormoc;

WHEREAS, the obligation of submission of the final liquidation of the funds utilized for the said project will be submitted within one (1) year from the signing of the Memorandum of Agreement to the Regional Office, duly certified by the City Accountant and approved by the City Mayor in accordance with COA Circular No. 94-013 dated December 13, 1994;

WHEREAS, the City Legal Officer upon review of the draft of the aforementioned MOA, finds that the same is in order, not detrimental to the interests of the City, not contrary to law, morals and public policy;

WHEREAS, this august Body finds also that the said MOA is not inimical, contrary to law or public policy but in fact effectual to our advocacy to immediately provide relief to the Ormocanons who are in need of immediate assistance in times of crisis;

WHEREFORE, on joint the motion of SP Member Vincent L. Rama, Chairman of the Committee on Social Welfare, Senior Citizens, Women and Family and SP Member Benjamin S. Pongos, Jr., Chairman of the Committee of Laws and Ordinances, duly seconded by SP Member Rolando M. Villasencio; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU- ORMOC) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT-FIELD OFFICE VIII, REPRESENTED BY THE REGIONAL DIRECTOR, MR. RESTITUTO B. MACUTO, FOR THE IMPLEMENTATION OF THE ASSISTANCE TO INDIVIDUALS IN CRISIS SITUATIONS (AICS) AND THE TRANSFER OF FUNDS TO THE CITY OF ORMOC;

ADOPTED, May 24, 2018.

RESOLVED, FURTHER, that a copy of the final and notarized MEMORANDUM OF AGREEMENT (MOA), be submitted to this Sanggunian for its information and files;

RESOLVED, FINALLY, to furnish copies of this resolution to the City Mayor of Ormoc, Richard I. Gomez; the City Administrator; the City Legal Officer; the DWSD Field Office VIII Regional Director Restituto B. Macuto; the City Treasurer; the OIC-City Accountant; the City Budget Officer; the Auditor; the CSWDO-Ormoc; the OIC-City Director, DILG; and all other offices concerned;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. CO HAT
(OIC - SP Secretary)
Supervising Administrative Officer

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer



Republic of the Philippines
OFFICE OF THE CITY LEGAL OFFICER
Ormoc City, Leyte

RECEIVED
DATE: 5-2-18

TIME: 12:00

SIGNATURE: *JML*

02 May 2018

MA. VICTORIA LYRA P. DELA CERNA RRT, MBA-HA, MPA

City Govt. Asst. Dept. Head I
City Mayor's Office
LGU-Ormoc City

Re: Review of Draft MOA between DSWD and LGU Ormoc

Dear Ms. Dela Cerna:

The undersigned has reviewed the terms and conditions of the above draft MOA against the provisions of DSWD MC No. 02, s-2014 (Guidelines to Strengthen and Enhance the Implementation of the Assistance to Individuals in Crisis Situations [AICS]) as well as DSWD MC No. 15, s-2014 (Amendment to MC No. 2, s-2014), and finds nothing legally objectionable to the basis, substance and purposes thereof. The same is likewise found to be in order, not detrimental to the interests of the City, not contrary to law, morals and public policy.

The undersigned therefore recommends approval of the aforementioned MOA, and further recommends that an SP Resolution be secured for the Authority of the Mayor to sign the same.

Thank you.

Very Truly Yours,

ATTY. JASPER M. LUCERO
City Legal Officer

MEMORANDUM OF AGREEMENT

Know All Persons By These Presents:

This Memorandum of Agreement made and entered into this ____ day of May 2018 at ____ Ormoc City between and among:

The Department of Social Welfare and Development (DSWD) – a government agency created pursuant to Republic Act 5416 dated May 25, 1968 with office address at Magsaysay Boulevard, Tacloban City represented by its Regional Director, MR. RESTITUTO B. MACUTO herein referred to as the **DSWD**;

The City/Municipal/Provincial Government of ____ with office address at ____ Southern Leyte represented by _____, Municipal mayor, herein referred as the **LGU**;

WHEREAS, the **DSWD**, as a leader in social protection, is mandated to work towards the achievement of improved capacities and opportunities of the poor, vulnerable and disadvantaged individuals, families and communities, to enable them to improve their quality of life. On this, the department continuously implements social welfare and development (SWD), social protection (SP) and anti-poverty programs and projects in partnership with various intermediaries.

WHEREAS, The Assistance to Individuals in Crisis Situation (AICS) is part of the **DSWD**'s protective services for the poor, marginalized and vulnerable/disadvantaged individuals. The AICS has been implemented by the **DSWD** for decades, as part of its technical assistance and resource augmentation support to **LGUs** and other partners.

WHEREAS, the provision of financial assistance to beneficiaries shall be in accordance with the parameters set under **DSWD** Memorandum Circular No. 02 and No. 15 Series of 2014 (Guidelines to Strengthen and Enhance the Implementation of the Assistance to Individuals in Crisis Situation (AICS)).

WHEREAS, the AICS is being implemented by the Crisis Intervention Unit (CIUs) at the **DSWD** Central Office (CO) and Field Offices (FOs). The CIUs provide a range of services, such as immediate rescue, and provision of direct financial assistance, psychosocial support, and material assistance including medical, transportation, financial, burial and other services.

WHEREAS, historical data shows there has been increasing number of AICS clients and based on their profile, most of them come from remote areas far from the regional centers where they request and claim assistance. Hence, there is a need to strengthen and enhance the existing internal delivery system to benefit the poor, marginalized and vulnerable/disadvantaged individuals/ families and the need to bring the assistance to clients within their locality.

WHEREAS, fund transfer to LGU is identified as mode of payment to fast track the distribution of cash assistance and the said funds shall be disposed by the LGUs as financial assistance to qualified clients in accordance with applicable DSWD guidelines and rules.

WHEREAS, for justifiable reasons, and as stipulated in Memorandum Circular #2 and Memorandum Circular #15 entitled "Guidelines to strengthen and enhance the implementation of the Assistance to Individuals in Crisis Situation (AICS)", the Field Office may transfer funds to LGUs, to limit the releases of cash assistance of the Satellite Offices and to more efficiently serve AICS clients.

NOW THEREFORE, for and in consideration of the foregoing premises and for the terms and conditions herein stipulated, the parties to this agreement do hereby mutually agree as follows:

The assistance may be in the form of the following:

1. **Transportation Assistance** – assistance for the payment of transportation expenses (such as to purchase tickets to air/sea/land transport facilities) to enable them to return to their home provinces permanently or to attend to emergency concerns such as death or chronic sickness of a family member in their home provinces and other emergency situations.
2. **Medical Assistance** – assistance to help shoulder hospitalization expenses, purchase of medicines, and other medical treatment (i.e. laboratory procedures including but not limited to CT scan, ECG, 2DEcho, assistive medical devices, etc.) and other medical expenses. Cases with chronic illnesses may be provided with Phil health insurance coverage, in coordination with the Department of Health (DOH). They will no longer be entitled to in-patient financial assistance, except for instances when the drug or treatment is not available in the hospital or covered by the Phil health.
3. **Burial Assistance** – assistance to shoulder funeral costs and related expenses, including but not limited to cases of bringing home the bodies of their deceased loved ones.
4. **Food and Non-food Assistance** – food and non-food assistance that are assessed to be in need of such for at least one and a half day subsistence, or at most, ten (10) days. It includes the immediate provision of hot meals to walk in clients, or the provision of food packs.

I. ROLES AND RESPONSIBILITIES

A. DSWD – FO VIII

1. Transfer the amount of FIVE MILLION PESOS (P 5,000,000.00) to the LGU in accordance with COA Circular No. 94-013 dated December 13, 1994. (Rules and Regulations in the Grant, Utilization and Liquidation of Funds transferred to Implementing Agencies).

2. Conduct regular coordination and monitoring with the LGU regarding the implementation/status of the program.
3. Facilitate engagement with LGU through signing of Memorandum of Agreement on the transfer of fund in the implementation of Assistance to Individuals in Crisis Situation (AICS).
4. Review and approve MOA and Project Proposals submitted from the Local Government Unit.
5. Ensure provision of technical assistance in project implementers.
6. Monitoring and evaluation of the program.

B. Local Government Unit (LGU)

B.1 City/Municipal/Provincial Social Welfare and Development Office (C/M/PSWDO)

1. Prepare and submit a project proposal providing the rationale and details of the project/activity to the field office. Such proposal shall contain the project description, objectives, mechanics, and work program based in the list of the DSWD.
2. Assume stewardship in the implementation of the Assistance to Individuals in Crisis Situation (AICS).
3. Receive the amount from the DSWD and take full responsibility in the proper disposition/disbursement of fund as financial assistance to individuals in crisis situation as defined under DSWD Memorandum Circular No. 02 series of 2014.
4. Use the funds released by DSWD solely for the purpose it was drawn and must keep and maintain Financial and Accounting Records for the said fund in accordance with the Generally Accepted Accounting and Auditing principles.
5. The City/Municipal/Provincial Treasurer shall act as the disbursing officer and the sole authority to draw cash advance for AICs implementation.
6. Disburse the funds downloaded within the year from the receipt of the fund transferred strictly following the provision of COA Circular No. 94-013.
7. Maintain a separate subsidiary record/ledger for the funds transferred pertaining to the fund transferred.
8. Submit monthly report to the Crisis Intervention Unit, DSWD FOVIII, Tacloban City following the attached template (Annex 1, Annex 2, Annex 3, Annex 4) every end of the month for consolidation at the Regional Office.
9. Ensure that the implementing agency or the Second Party strictly adheres the provision of COA Circular No. 94-013, which requires among others prompt submission of Liquidation Reports of the fund transferred and issue official receipt for the unexpended balance.
10. Perform task related to the program.
11. Submit within 30 days after completion of the project, to DSWD a Final Liquidation on the utilization of funds duly certified by the Accountant and approved by the Head of the LGU in accordance with COA Circular No. 94-013 dated December 13, 1994. The liquidation report to be

submitted to **DSWD** must be acknowledged and received by the auditor of **DSWD** as basis in recording in the books of accounts.

12. The Head and other officials of **LGU** shall be liable to the **DSWD** in the event the **LGU** fails to comply with its obligations under this Agreement for misappropriation of the project fund, or for failure to liquidate the same, in all cases, the **LGU** shall be held responsible for reimbursement of *unutilized project fund under this Agreement*.

2. ACCOUNTABILITY

This agreement shall be implemented as agreed upon in accordance with the terms and conditions stipulated herein. Failure on the part of any party to comply with the provisions of this Agreement will warrant its discontinuance and give rise to filing of appropriate administrative and/or criminal actions against responsible officers and employee of the erring party.

This agreement shall serve as the basis for the transfer of fund to the **LGU**. The transfer of fund and liquidation shall be project-based hence, the unliquidated funds shall not impede the implementation of other programs/projects.

This Memorandum of Agreement shall take effect upon signing of the parties hereto and shall remain valid and existing until revoked or terminated by their mutual consent.

In witness whereof, the parties hereby affix their signature this ____ day of May 2018 at _____, Southern Leyte.

For the Department of Social Welfare and Development

REGISTRO B. MACUTO

Regional Director

DSWD Field Office VIII

For the Local Government Unit

City Mayor

City of Ormoc

Witnesses:

OFELIA O. PAGAY

DSWD Field Office VIII

City Social Welfare & Development Office

DEMO COPY

Republic of the Philippines

ACKNOWLEDGEMENT

Subscribed and Sworn to before me this _____ day of _____, 2017 in
proof of identities indicated below: _____ affiants exhibiting to me their competent

NAME	IDENTIFICATION NO.	DATE / PLACE ISSUED
RESTITUTO B. MACUTO	900203	1/24/14 Quezon, City

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 four () pages, including this page on which this acknowledgement is written has been signed on the left margin of each and every page thereof by _____ and _____ and their witnesses, and sealed with my notarial seal.

In Witness Whereof, I have set my hand, the day, year, and place above written.

ATTY. _____
Notary Public

Reg. No. _____
Page No. _____
Book No. _____
Series of 2018 _____