

2018 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.
Rolando M. Villasencio,
Vincent L. Rama,
Benjamin S. Pongos, Jr.,
Eusebio Gerardo S. Penserga,
Gregorio G. Yrastorza III
John Eulalio Nepomuceno O. Aparis II,

City Vice Mayor & Presiding Officer SP Member, Majority Floor Leader SP Member, Asst. Majority Floor Leader SP Member

SP Member SP Member

SF Member Minority Floor Leader

Ex-Officio SP Member

Mariano Y. Corro,

Chapter President, Liga ng mga Barangay ng Ormoc

ON OFFICIAL BUSINESS: Tomas R. Serafica,

(O.B. - Bohol), SP Member

ON LEAVE:

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

RESOLUTION NO. 2018-123

A RESOLUTION GRANTING AUTHORITY TO CITY MAYOR RICHARD I GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE SPECIFIC IMPLEMENTATION AGREEMENT (SIA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) FOR THE IMPLEMENTATION OF PANTAWID PAMILYANG PILIPINO PROGRAM (4Ps).

WHEREAS, this august Body was in receipt of an endorsement from the Office of the City Mayor dated May 10, 2018 requesting for the passage of a resolution granting authority to the City Mayor Richard I. Gomez to enter into and sign a Specific Implementation Agreement (SIA), for and on behalf of the Local Government Unit of Ormoc (LGU-ORMOC), with Department of Social Welfare and Development (DSWD) relative to the implementation of Pantawid Pamilyang Pilipino Program (4Ps), a copy of the SIA is hereto attached as Annex "A" and made integral part hereof;

WHEREAS, it is the policy of the State to promote the family as the foundation of the nation, strengthen its solidarity and ensure its total development;

WHEREAS, in support of such State policy, the Pantawid Pamilyang Pilipino Program (4Ps) was developed as a poverty reduction measure that provides conditional cash transfer to extremely poor households to allow the members of the families to meet certain development goals set by the Government;

ge)

WHEREAS, the aforementioned program is one of the core programs of the State under the DSWD which is tasked to lead the implementation of the program and to coordinate with other Government Agencies, Local Government Units and Non-Government Organizations to ensure its effective implementation;

WHEREAS, to recall, LGU Ormoc had entered into a MOA with the DSWD regarding the 4Ps dated December 03, 2016, a copy of said MOA is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, the SIA is a much-needed supplementary agreement to the MOA for the full implementation of the 4Ps in the City;

WHEREAS, Section 22 (c) of Republic Act No. 7160, otherwise known as Local Government Code, provides that no contract may be entered into by the Local Chief Executive (LCE) in behalf of the Local Government Unit (LGU) without prior authorization by the Sanggunian concerned;

WHEREAS, the City Legal Officer has expressed an opinion dated May 08, 2018 that after a review of the SIA against the provisions of the 4Ps, as well as the original MOA entered into by and between the DSWD and LGU Ormoc, there is nothing legally objectionable thereto and furthermore, endorses the same to the SP for a resolution authorizing the City Mayor to sign the same, a copy of the letter is hereto attached as Annex "C" and made an integral part hereof;

WHEREAS, in pursuit of such successful implementation of an ongoing partnership, there is a need to pass a resolution granting authority to the City Mayor to enter into and sign the SIA for and on behalf of the LGU-Ormoc with the DSWD so as to facilitate the swift and smooth completion, implementation and maintenance of the said project;

WHEREAS, the parties thereto are committed into collaborating with each other to enter into this SIA with full knowledge, commitment and willingness in the fulfillment of their responsibilities contained thereon;

WHEREAS, the subject SIA clearly and plainly encapsulates the roles and responsibilities of the parties thereto towards the attainment of the lofty ends of the same, and this Sanggurian, after thorough examination of the aforementioned request by the City Mayor, finds that the same is entered into for the best interests of the City and the needs of its constituents by empowering the people, addressing poverty and promoting inclusive growth and thereby, deserving this august Body's prompt affirmative consideration;

WHEREFORE, on joint motion of Benjamin S. Pongos Jr., Chairman Committee on Laws and Ordinances, and SP Member Vincent L. Rama, Chairman, Committee on Social Welfare, Senior Citizens, Women and Family, severally seconded by SP Members Rolando M. VIllasencio, Eusebio Gerardo S. Penserga, John Eulalio Nepomuceno O. Aparis II and Mariano Y. Corro; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION GRANTING AUTHORITY TO CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE SPECIFIC IMPLEMENTATION AGREEMENT (SIA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) FOR THE IMPLEMENTATION OF PANTAWID PAMILYANG PILIPINO PROGRAM (4Ps);

ADOPTED, May 24, 2018.

Res. No. 2018-123

RESOLVED, FINALLY, that copies of this resolution be furnished each to the Honorable City Mayor Richard I. Gomez; the City Administrator; the City Social Welfare and Development Office; the City Legal Officer, Atty. Jasper Lucero; Department of Social Welfare and Development Region VIII, Regional Director Restituto B. Macuto; the OIC-City Director, DILG, Engr. Jesus Jeremy D. Bagares; and 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

SPECIFIC IMPLEMENTATION AGREEMENTS FOR THE PANTAWID PAMILYANG PILIPINO PROGRAM

This is a supplementary agreement to	the	General	Memorandum	of Agreement	signed
hatwoon the DSWD Provincial Governme	nt of		and Municipa	al Local Governi	Hent of
Detween the Botto, Front Land and Land		angamar	to for the Panta	wid Pamilyang	Pilipino
. It details the implementation	on arr	angemen	its for the ranta	Wia i aimi, aid	
Program in the Municipality.					

ROLES AND RESPONSIBILITIES OF THE PARTIES

A. Roles and Responsibilities of the Department of Social Welfare and Development (DSWD)

Pursuant to this agreement, the DSWD shall:

- Lead in the implementation of this program and to coordinate with the other Government Agencies, the Local Government Units and the Non-Government Organizations to ensure effective program implementation;
- Advocate for the implementation of PANTAWID PAMILYANG PILIFINO PROGRAM (Pantawid Pamilya) for extremely poor households that aims to build human capital through accessing health/nutrition and education services of children ages 0-18 years old;
- Conduct assessment of supply for health and education in partnership with concerned agencies and local government unit.
- Provide cash transfer to the identified poor households of the municipality who met the criterias that enable them to be beneficiaries of the program.
- · Identify target areas based on the existing data on poverty incidence and select the potential household beneficiaries in target areas.
- Assign a focal person for the program at the regional level to manage agreements and work closely with the Local Government Unit (LGU) to ensure program implementation.
- Provide technical assistance to LGU on the implementation of the program.
- Guarantee the proper and timely information about the program for all municipal service providers, beneficiaries and others.
- Preside over the regional inter-agency committee meeting.
- Conduct regular monitoring of the program implementation and submit to oversight agencies and partners as necessary.
- Review and recommend policy development and enhancement to further improve the implementation of the program.

- Take the lead in the conduct of capability building and training at all levels.
- Conduct regular consultations and dialogues with other stakeholders to facilitate feedback for policy and resource development.

B. Roles and Responsibilities of the MUNICIPAL Local Government Unit

- Expressed its interest and willingness to be the partner of the Department of Social Welfare and Development and other agencies in the implementation of PANTAWID PAMILYANG PILIPINO PROGRAM (Pantawid Pamilya) to improve the condition of its poor constituents;
- Willing to meet the needed health services as required in the implementation of the program and provide assistance in ensuring that children beneficiaries received day care and elementary education services;
- Ensure that education and health services required by the program are available and adequate for beneficiaries within the duration of the program.
- Work for the accreditation of its Rural Health Units (RHUS) to PhilHealth Within the first year of program implementation.
- Organize and regularly convene a Municipal Advisory Committee, the local advisory group that shall ensure the convergence of services and oversee the implementation of Pantawid Pamilya in the Municipality.
- Ensure that the compliance report submitted to the DSWD Field Office contains all the required information to verify that beneficiary families are complying with the commitment required by the program
- Facilitate and address complaints, requests, of poor families concerned.
- Help promote and disseminate the program to different stakeholders.
- Conduct regular monitoring and provide technical assistance to municipal links and parent leaders to ensure effective program implementation.
- Designate permanent counterpart LGU Links to assist the DSWD hired Municipal Links in the implementation of all Pantawid Pamilya activities in the municipality.
- Provide the Pantawid Pamilya beneficiaries with transportation assistance to enable them
 to claim their cash grants from the designated Land Bank branches and other conduit
 institutions.
- Provide free birth registration and processing of other documents needed to comply with the requirements of the program to eligible Pantawid Pamilya beneficiaries.

- Take the lead in the conduct of capability building and training at all levels.
- Conduct regular consultations and dialogues with other stakeholders to facilitate feedback for policy and resource development.

B. Roles and Responsibilities of the MUNICIPAL Local Government Unit

- Expressed its interest and willingness to be the partner of the Department of Social Welfare and Development and other agencies in the implementation of PANTAWID PAMILYANG PILIPINO PROGRAM (Pantawid Pamilya) to improve the condition of its poor constituents;
- Willing to meet the needed health services as required in the implementation of the program and provide assistance in ensuring that children beneficiaries received day care and elementary education services;
- Ensure that education and health services required by the program are available and adequate for beneficiaries within the duration of the program.
- Work for the accreditation of its Rural Health Units (RHUs) to PhilHealth within the first year of program implementation.
- Organize and regularly convene a Municipal Advisory Committee, the local advisory group that shall ensure the convergence of services and oversee the implementation of Pantawid Pamilya in the Municipality.
- Ensure that the compliance report submitted to the DSWD Field Office contains all the required information to verify that beneficiary families are complying with the commitment required by the program
- Facilitate and address complaints, requests, of poor families concerned.
- Help promote and disseminate the program to different stakeholders.
- Conduct regular monitoring and provide technical assistance to municipal links and parent leaders to ensure effective program implementation.
- Designate permanent counterpart LGU Links to assist the DSWD hired Municipal Links in the implementation of all Pantawid Pamilya activities in the municipality.
- Provide the Pantawid Pamilya beneficiaries with transportation assistance to enable them
 to claim their cash grants from the designated Land Bank branches and other conduit
 institutions.
- Provide free birth registration and processing of other documents needed to comply with the requirements of the program to eligible Pantawid Pamilya beneficiaries.

- Provide office space and other logistical support to the Municipal Links such as but not limited to office supplies, equipment and other paraphernalia for the period of program implementation.
- Establish an efficient recording system in all health facilities that will allow faster retrieval
 of compliance data and the timely submission of compliance reports.
- Shall follow the rules and regulations set forth in the implementation of the program as specified in the Pantawid Pamilya Operations Manual.

DISENGAGEMENT, TERMINATION FOR CAUSE, and SANCTIONS

- The municipal and provincial LGU may request termination of this MOA and disengagement from the Program, upon written notice to the other parties specifying the reasons for the disengagement. The process of termination and disengagement shall follow Program guidelines developed by the DSWD for the purpose.
- Non-compliance or violation by the Municipality of any provisions of this SIA, as
 determined by the DSWD after an investigation, shall result in the imposition of the
 following sanctions, depending on the gravity of the offense: (a) warning or imposition of
 probationary status; (b) termination of Program operations, and give rise to the filing of
 appropriate administrative and/or criminal actions against responsible offices of the Erring
 Party;

EFFECTIVITY AND AMENDMENTS

This Agreement shall take effect upon signing of the parties and shall remain in full force and effect until the children beneficiaries finish high school unless otherwise revoked by any of the parties.

Any modification of this AGREEMENT will not be valid except when there is a written concurrence of BOTH PARTIES;

IN WITNESS WHEREOF, the parties hereunder set their hand on the date and place abovementioned.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT	CITY GOVERNMENT OF	
RESTITUTO B. MACUTO	RICHARD I. GOMEZ	
(Name of Regional Director) Regional Director	(Name of Mayor) City Mayor	

- Provide office space and other logistical support to the Municipal Links such as but not limited to office supplies, equipment and other paraphernalia for the period of program implementation.
- Establish an efficient recording system in all health facilities that will allow faster retrieval
 of compliance data and the timely submission of compliance reports.
- Shall follow the rules and regulations set forth in the implementation of the program as specified in the Pantawid Pamilya Operations Manual.

DISENGAGEMENT, TERMINATION FOR CAUSE, and SANCTIONS

- The municipal and provincial LGU may request termination of this MOA and disengagement from the Program, upon written notice to the other parties specifying the reasons for the disengagement. The process of termination and disengagement shall follow Program guidelines developed by the DSWD for the purpose.
- Non-compliance or violation by the Municipality of any provisions of this SIA, as determined by the DSWD after an investigation, shall result in the imposition of the following sanctions, depending on the gravity of the offense: (a) warning or imposition of probationary status; (b) termination of Program operations, and give rise to the filing of appropriate administrative and/or criminal actions against responsible offices of the Erring Party;

EFFECTIVITY AND AMENDMENTS

This Agreement shall take effect upon signing of the parties and shall remain in full force and effect until the children beneficiaries finish high school unless otherwise revoked by any of the parties.

Any modification of this AGREEMENT will not be valid except when there is a written concurrence of NOTH PARTIES;

IN WITNESS WHEREOF, the parties hereunder set their hand on the date and place abovementioned.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT	CITY GOVERNMENT OF
RESTITUTO B. MACUTO (Name of Regional Director) Regional Director	RICHARD I. GOMEZ (Name of Mayor) City Mayor

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S	
BEFORE me, a NOTARY PUBLIC f personally appeared before me;	for and in this day of	, 2018,
NAME	CTC No.	Date/Place Issued
RESTITUTO B. MACUTO		
RICHARD I. GOMEZ		
Known to me to be the same persons who executed the foregoing instrument consisting of nine (9) pages, including this page wherein this acknowledgement is written, signed the parties and their instrumental witnesses, which instrument they acknowledge to be their free and voluntary act and deed, as well as that of the juridical persons which they represent. IN WITNESS WHEREOF, I have hereunto affixed my notary seal and signature this day of		

ACKNOWLEDGEMENT

) S.S	
BEFORE me, a NOTARY PUBLIC personally appeared before me;	for and in this day of	, 2018,
NAME	CTC No.	Date/Place Issued
RESTITUTO B. MACUTO		
RICHARD I. GOMEZ		
and their instrumental witnesse voluntary act and deed, as well a	ge wherein this acknowledge es, which instrument they a s that of the juridical person	
IN WITNESS WHEREOF, I have he 2018 at	reunto affixed my notary sea	al and signature this day of
Doc. NoPage No Book No Series of 2014		•



Republic of the Philippines OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

08 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

VATURE:

Re: Review of Draft Supplementary Agreement tetween DSWD and LGU Ormoc for 4Ps Implementation

Dear Ms. Dela Cerna:

The undersigned has reviewed the above supplementary agreement against the provisions of the Pantawid Pamilyang Pilipino Program as well as the original MOA entered into between the DSWD and the City, and herein finds nothing legally objectionable thereto.

The undersigned recommends, however, that the use of the word "Municipality" in the supplementary agreement be amended to "City" for accuracy. Nevertheless, with the correction of the word, let it be endorsed to SP for resolution authorizing the Honorable Mayor to sign the same

Thank you.

Very Truly Yours,

ATTY. JASPER M. LUCERO

City Legal Officer

GENERAL MEMORANDUM OF AGREEMENT

Know all Men by these Presents:

This General Memorandum of Agreements, herein after referred to as the General MOA, is made and entered into this 6th day of 0000000 by and between;

The Department of Social Welfare and Development, a national agency of the Republic of the Philippines, with office address at Batasan Pambansa Complex, Diliman, Quezon City herein represented by <u>RESTITUTO B. MACUTO</u>, in his/her capacity as Regional Director of **DSWD FO VIII**, herein after referred as the DSWD.

(Insert if the Province is a Signatory)

The Province of	
-----------------	--

AND

The City/Municipality of Ormoc Philippines created under City Government City/Municipality of the Republic of the with City/Municipal Principal Address Hall of Ormoc Hon. Richard I. Gomez herein represented his/her 'capacity as City/Municipal Mayor hy hereinafter referred to as the Municipality.

WITNESSETH THAT

WHEREAS, DSWD, herein after referred to as the "Department", envisions a society where the poor, vulnerable disadvantaged individuals, families, communities are empowered for an improved quality of life, and takes protection of the poor and marginalized members of society as its main, herein after referred to as "Social Protection"

Department adopts a "Whole of DSWD" approach in ensuring convergence in implementation of department's various strategies, programs, projects, activities otherwise known as "PPA"s, to address of the poet.

WHEREAS, under the Local Government Code, local government units are mandated to address the needs of its constituencies, and empower the people through direct participation in

CERTIFIED COPY FROM THE ORIGINAL

ATTY ANTONNI C. CERA
NOTARY PUBLIC UNTIL 12/31/17
PTR NO 7432243: 01/04/16 TAGLOSAN CITY

BP NO. 0989522: 01/04/16

WHEREAS, all parties believe that the partnership of the LGUs, and the national government agency is necessary to contrive success in project implementation;

the affairs of government, by allowing them the widest space to decide on, initiate, implement, and innovate on development activities that address their identified:

WHEREAS, the City/Municipality of Ormoc, a First Class City/ Municipality in the Province of Leyte, recognizes its role in ensuring inclusive development, and commits to address the needs of the poor within its jurisdiction.

WHEREAS, the DSWD and City/Municipal LGU of Ormoc are willing and able to partner with each other to deliver a package services to address poverty, empower citizens and promote inclusive growth, composed of some or all of the following PPA's (i).....; (ii).....; and agree to commit each other to such partnership through this MOA.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties agree are as follows;

Section 1: Purpose of the MOA

The purpose of this Memorandum of Agreement (MOA) is to establish a partnership between DSWD and the City/Municipal LGU of October aimed at developing and implementing social protection programs that will address the needs of the poor, empower citizens, and promote inclusive growth in the City/Municipality.

Section 2: Objectives of the Partnership

The DSWD and the City/Municipality of Ormoc agree to engage in partnership with the objective of reducing poverty in the City/Municipality by 2016 within the next years, through the coordinated and complementary implementation of social protection programs, projects, and activities supported by resources to be provided by all parties.

Section 3: Responsibilities of the Parties

Section 3.1 The DSWD shall;

1. Coordinate with the LGU on the introduction, development, implementation, monitoring, and assessment and evaluation of any and all DSWD PPAs to be undertaken in the City/municipality.

DEC 0 3 2016

ATITY! ANTONNI C. CERA
NOTARY PUBLIC UNTIL 12/31/17
PTR NO. 7432243: 01/04/16 TACLOBAN GITY

MCLE V. CERT.# 0004439 ROLL NO. 51026

1

3. Establish and strengthen a counterpart City/Municipal Action Team, hereinafter referred to as the MAT that will serve as DSWD's main unit for coordination and support in the implementation of all DSWD PPAs in the City/Municipality.

Provide technical assistance to enable LGUs and/or communities to enhance their capacity for effective program implementation.

 Work with the LGU in ensuring all DSWD PPAs in the City/Municipality are implemented in a participatory and transparent manner, in ways that build greater social accountability of government to citizens, while ensuring efficient and effective delivery of results.

Section 3.2 The City/Municipal LGU shall; =

- Coordinate with the DSWD on the various PPAs, both current and planned, being implemented in the City/Municipality that will support DSWD social protection PPAs.
- 2. Thru its Local Chief Executive, take a strong leadership role in ensuring the convergence of the programs of the LGU, DSWD and other NGAs to mobilize and focus support to Pantawid Parnilya beneficiaries in order to raise the status of their well-being from the baseline of 6.08 (number) of families under the well-being from the baseline of 6.08 (number) of families under the status of their well-being from the baseline of 6.08 (number) of families under the status of their well-being from the baseline of 6.08 (number) of families under the status of their well-being from the baseline of 6.08 (number) of families under the status of their well-being from the baseline of 6.08 (number) of families under the status of their well-being from the baseline of 6.08 (number) of families under the status of their well-being from the baseline of 6.08 (number) of families under the status of the status of their well-being from the baseline of 6.08 (number) of families under the status of the

6,614, to 25 (number) of families under well level by the end of 2016.

- 3. Provide relevant data to the DSWD in a timely manner, important for informed decision making by the DSWD on the implementation of its various PPAs in the City/Municipality.
- 4. Establish and strengthen a counterpart City/Municipal Action Committee, hereinafter referred to as the MAC, chaired by the Local Chief Executive, which will serve as the a body to coordinate technical assistance, monitoring, and resolution of issues in the implementation of all DSWD PPAs in the City/Municipality.
- S Allocate or mobilize resources to support DSWD social protection PPAs to be implemented in the City/Municipality. This also includes the designation of a permanent focal person within the LGU for the various PPAs.
- 6. Strengthen the Local Social Welfare and Development Office [LSWDO) of the LGU to plan and implement appropriate social protection programs to address the needs of the poor and vulnerable sectors of the city/municipality. The LGU likewise commits to uphold the standards for quality service delivery by instituting the functionality indicators for LSWDOs and seeking technical assistance and capability building support from DSWD or other partners around targeting, planning, strategy development, monitoring and evaluation, and approaches to delivering services on social protection.

 CERTIFIED COPY FROM THE ORIGINAL

ATTY ANTONNI C. CERA
NOTARY PUBLIC UNTIL 12/31/17
PTR NO. 7432243: 01/04/16 TACLOBAN GITY
IBP NO. 0989522: 01/04/16
MCLE V. CERT.# 0004439

= ROLL NO. 51036

WHEREAS, all parties believe that the partnership of the LGUs, and, the national government agency is necessary to contrive success in project implementation;

- Adopt measures to ensure the safety and security of DSWD personnel who may be assigned to coordinate or facilitate implementation of the PPAs in the City/Municipality.
- 8. Work with the DSWD in ensuring all DSWD PPAs in the City/Municipality are implemented in a participatory and transparent manner, in ways that build greater social accountability of government to citizens, while ensuring efficient and effective delivery of results.

Section 4: Implementation of Social Protection Programs

Any DSWD social protection program, project, or activity to implement the purpose and objective of this agreement and partnership with legally binding obligations, shall be established through the execution of SPECIFIC IMPLEMENTATION ACREEMENTS or SIA. Each SIA shall be authorized in writing by each party's authorized representative. Once executed, each SIA shall form part of this MOA, as annexes.

Programs, projects, and activities covered by specific SIAs under this agreement shall be subject to periodic reviews by all parties, focusing on (i) contributions of the PPAs to the achievement of the objective of poverty reduction; (II) lessons and innovations in implementation, and; [iii) recommendations to enhance succeeding implementation.

Section 5: Voluntary Commitment

This Memorandum of Agreement is a voluntary commitment between the parties, and does not obligate the parties to engage solely with the other, nor restrict any activity of each party to engage in partnership with other groups or agencies for the delivery and/or implementation of social protection interventions. No party shall have any right, power, or authority to create any obligation, express or implied, for and in behalf of the other party.

Section 6: Resources to be provided

Each party shall be responsible for allocating and managing resources to cover costs of PPAs to implement the purpose of this agreement, and to cover activities and matters related to the fulfilment of each party's responsibilities as stipulated under Section 3 above. The specific amount of resources to be committed by both parties including, where applicable, system for fund transfer in accordance with applicable laws and regulations, shall be reflected in the SIA.

CERTIFIED COPY FROM THE ORIGINAL DEC 0 3 2016

ATTY, ANTONNI C. CERA NOTARY PUBLIC UNTIL 12/31/17 PTR NO. 7432243: 01/04/16 TACLOBAN CITY IBP NO. 0989522: 01/04/16

MCLE V. CERT.# 0004439 ROLL NO. 51036

Section 7: Grievance Redress System

A grievance redress system (GRS) shall be jointly established or strengthened by the LGU an the DSWD to provide a venue for stakeholders to raise their concerns or complaints on an aspect of implementation of the PPA or address complaints against any official or staff of th LGU or DSWD involved in implementation. Any of the available systems existing in the municipality may be used to capture grievances. These systems include the LGU's own system (e,g Lupon ng Tagapamayapa structure), or the DSWD's Grievance Redress System in KALAH. CIDDS - NCDDP or Pantawid Pamilyang Pilipino Program. Details of operationalizing the GRS may be agreed with the LGU and incorporated in the Specific Implementation Agreement (SIA)

Section 8: Duration and Termination

This Agreement shall take effect upon signing by both parties, and shall be in affect while a SIA covering a DSWD social protection program is still in force, subject to yearly review by both or all parties. The agreement may be terminated by any party subject to a thirty (30) day written notice of termination.

Any amendment to this agreement shall made in writing and must be concurred by BOTH OR

IN WITNESS THEREOF, the parties have set their hands on this agreement this

FOR THE DSWD

Regional Director

City/Municipal Mayor

WO IV Head, PSU/BUB-PSU Focal

CERTIFIED COPY FROM THE ORIGINAL

IBP NO. 0989522: 01/04/16 MCLE V. CERT.# 0004439

WHEREAS, all parties believe that the partnership of the LGUs, and the national government agency is necessary to contrive success in project implementation;

ACKNOWLEDGMENT

Republic of the Philippines)
S.S.

BEFORE ME, this ____ day of __ 6 OCT 20:5 2016, personally appeared:

Name	2010, personally a	ppeared:
	ID Presented	Date & Place Issuea
RESTITUTO B. MACUTO	300303	
RICHARD 1. GOMEZ	VIN: 3738 -0084A - 00746 RIG 10000	1/24/2014 - DEWN CHERON CITY
	1 0000 PIG 10000	ORMOC CITY

All known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed of the principals they represent. The said instrument refers to the Memorandum of Agreement consisting of five (5) pages including this Acknowledgement page and signed by the parties and witnesses on all pages.

WITNESS MY HAND AND SEAL on the date and place first above-written.

Doc. No. 301
Page No. 62;
Book No. XIII
Series of 2016.

NOT RY PUBLIC UNTIL 32/33/37 PTR 10. 7432247: 01/64/15 TAGLORAS CHY IBP NO. 0980122: 01/64/15 TAGLORAS CHY MGLX V. CERT. # 0004/89/ ROLL NO. 51038

CERTIFIED COPY FROM THE ORIGINAL DEC 0 3 2016

ATAY, ANTONNI C. CERA

7432243: 01/04/16 TACLOBAN CITY IBP NO. 0989522: 01/04/16 MCLE V. CERT.# 0004439 ROLL NO. 51036