

FILE

REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC

EXCERPT FROM THE MINUTES OF THE SPECIAL SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL
ON APRIL 03, 2020

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member, Majority Floor Leader
Roiland H. Villasencio,	SP Member, 1 st Asst. Majority Floor Leader
Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang,	SP Member, 2 nd Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member
Jasper M. Lucero,	SP Member
Peter M. Rodriguez,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2020-106

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN THE
MEMORANDUM OF AGREEMENT (MOA) WITH DSWD
RELATIVE TO THE IMPLEMENTATION OF THE SOCIAL
AMELIORATION ASSISTANCE TO FAMILIES IN NEED
DUE TO COVID-19, SUBJECT TO THE TERMS AND
CONDITIONS APPLICABLE TO LGU - ORMOC.**

WHEREAS, this Fifteenth Sangguniang Panlungsod is in receipt of an Indorsement dated April 3, 2020 from the Office of the City Mayor, requesting the issuance of an authority for the City Mayor to enter into and sign the Memorandum of Agreement (MOA) with DSWD relative to the implementation of the Social Amelioration Assistance to Families in Need due to COVID-19. Further, requesting that this matter be treated as EXTREMELY URGENT;

WHEREAS, in Proclamation No. 922 dated March 8, 2020 a State of Public Health Emergency was declared over the Philippines, after which the Philippines was declared under a State of Calamity in Proclamation No. 929 dated March 16, 2020;

WHEREAS, the National Government has devised plans and programs to deliver necessary support for the immediate provision of appropriate assistance to families who are assessed by the City/Municipal Social Welfare Office (C/MSWDO) to be in crisis situation or in dire need of assistance;

WHEREAS, the DSWD in partnership with the LGU, shall implement social welfare and social protection programs, projects, and services such as the augmentation of Food and Non-Food Items (FNI) and Sustainable Livelihood Program (SLP) in addition to the sustained provision of food and other essentials to the most affected families of the Local Government Unit (LGU);

WHEREAS, an amount has been appropriated for the implementation of the various amelioration programs as contained in Joint Memorandum Circular No. 1 Series of 2020 issued by the Department of Interior and Local Government (DILG), the Department of Social Welfare and Development (DSWD), the Department of Agriculture (DA), the Department of Trade and Industry (DTI), the Department of Budget and Management (DBM) and the Department of Finance (DOF);

WHEREAS, the respective roles and responsibilities of the Department of Social Welfare and Services (DSWD) and the Local Government Unit of Ormoc (LGU Ormoc) are to be defined and prescribed in a Memorandum of Agreement;

WHEREAS, the august body recommends the execution of the MOA with the authorized signatory(ies) of the Department of Social Welfare and Services (DSWD) to facilitate the release of the amelioration packages and ensure transparency and efficiency in the delivery of these benefits to those who most need it;

WHEREFORE, on joint motion of SP Member Benjamin S. Pongos, Chairman, Committee on Laws & Ordinances and SP Member Vincent L. Rama, Chairman, Committee on Social Welfare, Senior Citizens & Persons with Disability, severally seconded by SP Members Roiland H. Villasencio, Tomas R. Serafica, Nolito M. Quilang, Peter M. Rodriguez, Jasper M. Lucero, Gregorio G. Yrastorza III, Lalaine A. Marcos, Esteban V. Laurente and Joan Marbie C. Simbajon; be it

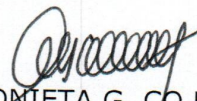
RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) WITH DSWD RELATIVE TO THE IMPLEMENTATION OF THE SOCIAL AMELIORATION ASSISTANCE TO FAMILIES IN NEED DUE TO COVID-19, SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO LGU - ORMOC;

ADOPTED, April 03, 2020.

RESOLVED, FURTHER, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the DSWD; the CSWDO and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


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

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this _____ day of _____ 2020 at _____, between and among:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**, government agency created pursuant to Republic Act No. 5416, through its **REGIONAL OFFICE VIII**, with the office address at **MAGSAYSAY BLVD. TACLOBAN CITY, LEYTE** and represented by its **REGIONAL DIRECTOR, MARIE ANGELA S. GOPALAN** (hereinafter referred to as the "**DSWD FO VIII**"); as the First Party;

and

The **LOCAL GOVERNMENT OF ORMOC** with address at **Ormoc City**, herein represented by its **LOCAL CHIEF EXECUTIVE, RICHARD I. GOMEZ**, duly authorized to represent the **LGU**, (hereinafter referred to as the "**LGU**"); as the Second Party;

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, consistent with the R.A. No. 10121 of the Philippine Risk Reduction and Management Act of 2010, the DSWD leads the Response Pillar of the National Disaster Risk Reduction and Management Council (NDRRMC); thus, ensures that the response of the national government is well-coordinated including the provision of food and non-food assistance during emergencies;

WHEREAS, on 12 March 2020, the Inter-Agency Task Force on Emerging Infectious Diseases (IATF-EID) per Resolution No. 11, series of 2020, raised the COVID-19 threat to the highest alert level, Code Red Sublevel 2, due to the evidence of sustained community transmission of the disease. Concomitantly, issuances from President Rodrigo Roa Duterte placed the National Capital Region (NCR) and later on, the entire Luzon, under enhanced community quarantine and with Presidential Proclamation No. 929, s. 2020, a State of Calamity was declared all throughout the Philippines. Until recently, LGUs outside of Luzon have been imposing localized community quarantine in their areas of jurisdiction consistent with the approved IATF Resolution setting the parameters therefor.

WHEREAS, the imposition of community quarantine and stringent social distancing measures caused severe disruption in the economic activities all over the country and affected the means of livelihood and subsistence of low income households most especially senior citizens, pregnant and lactating women, solo parents, distressed overseas Filipinos, persons with disability, indigenous peoples, underprivileged and homeless families and informal economy workers.

WHEREAS, with the passage of Republic Act (RA) No. 11469, otherwise known as the "Bayanihan to Heal as One Act of 2020" and the issuance of DSWD-DOLE-DTI-DA-DOF-DBM Joint Memorandum Circular No. 1, Series of 2020 or the "Special Guidelines on the Provision of Social Amelioration Measures xxx", an intensified government response is adopted whereby the concerned national government agencies will provide Emergency Subsidy to low-income households that that will be in the form of social amelioration programs;

WHEREAS, consistent with the immediately preceding, the DSWD shall ensure the provision of the AICS and augmentation of Food and Non-food Items (FNI) among others. The payout pertinent to the SocPen Program shall likewise be continued to ensure that the objectives of the program shall be attained during this time when it is most needed by its beneficiaries.

WHEREAS, the DSWD is constrained to observe stringent social distancing measures that prohibit the conduct of assemblies or mass gatherings like payouts to the most affected families or households of the areas under community quarantine;

WHEREAS, to ensure the provision of emergency subsidy in the form of social amelioration programs, the LGUs shall be partners of the National Government Agencies, in the expeditious delivery of assistance.

WHEREAS, in light of the supervening events, the LGUs and the DSWD shall forge an agreement for the fast delivery of the social amelioration programs including AICS, SocPen, and the distribution of FNI;

WHEREAS, fund transfer to LGU is identified as one of the best schemes to fast track the payout of AICS and SocPen to the beneficiaries, and shall be an interim solution for the current emergency or crisis situation due to COVID-19;

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

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. THE LGU shall:

1. Submit a Budget Proposal for AICS upon entering into this Memorandum of Agreement;
2. In coordination with the Barangays within the LGU, ensure that the following will be undertaken:
 - a. All beneficiaries shall be profiled through the use of a Social Amelioration Card (SAC) but the SAC shall only be required to monitor the distribution and receipt of emergency subsidy provided to each family. Provided that, an agreement between the DSWD and the LGU shall be forged as to the time and motion of the distribution of SAC forms and the submission of the DSWD's copies of the SAC forms, which shall not be more than 48 hours from the signing of herein Memorandum of Agreement.
 - b. The registration in the SAC shall be done as follows:
 - b.1 The Barangay personnel will conduct a house-to-house distribution of the SAC forms and instruct the head of the family to manually accomplish the form.

- b.2 Should there be multiple families in a single household, each head of the family shall execute their own SAC form for their family.
- b.3 The Barangay personnel shall collect the accomplished SAC forms and endorse them with the list and documentary requirements to the CSWDO for signature and encoding in the system.

The CSWDO in the encoding may be provided with personnel augmentation by the Barangay and the DSWD FO VIII.

3. Execute the attached "Affidavit of Undertaking" which shall form part of this Memorandum of Agreement to hold the personal information of the beneficiaries pursuant to the provisions of Data Privacy Act of 2012 with the obligation to protect the same from access by unauthorized third parties, and to use the same solely for the intended purpose as enunciated in the guidelines;
 4. Claim the check/s or validated List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA), whichever is applicable, from DSWD FO VIII, 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;
 5. Determine the most efficient and safe arrangement with each beneficiary on how the assistance shall be delivered taking into consideration the strict home quarantine protocol, social distancing 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 beneficiaries;
 6. Ensure the delivery of assistance to the beneficiaries based on the payroll within seven (7) days from the receipt of the funds from DSWD FO VIII; provided that those at geographically isolated and disadvantaged areas (GIDA) shall complete delivery within ten (10) days;
 7. When applicable, ensure that all SocPen funds transferred to LGUs shall be distributed by the authorized LGU personnel to the beneficiaries strictly in accordance with the approved list of beneficiaries provided by the concerned DSWD FO, and in the approved amount for each beneficiary;
- 8.5. _____ 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. Use the funds released by the DSWD to beneficiaries solely for the purpose and for qualified families as enunciated in **Republic Act (RA) No. 11469** and based on **DSWD Memorandum Circular No. 04, series of 2020** attached as Annex "B";
Release the assistance to eligible families according the amount stipulated per family as provided for **DSWD Memorandum Circular No. 04, series of 2020**;
 10. Provide and submit the following to the DSWD FO VIII:
 - a. Daily status and update of distribution of both paid or unpaid beneficiaries;

- b. Weekly consolidated report/s every Monday of the following week, using the Monitoring Reporting Matrix prescribed IATF-TWG on Social Amelioration Program attached as Annex "C";
- c. Photo of every beneficiary receiving the assistance pursuant to the guidelines thereof;
- d. Social Amelioration Program Exit Report at the termination of this Memorandum of Agreement.

Liquidate the funds within the period of fifteen (15) working days from the date of actual distribution of funds but not later than 90 calendar days from receipt of funds and submit the liquidation report to DSWD Field Office VIII with the following attachments:

- 12.1. Report of Check (ROC) Issued and Report of Disbursements (ROD) duly certified by the Municipal Accountant and approved by the LCE and duly audited by the Auditor of the LGU;
- 12.2. Signed payroll; and
- 12.3. Copy of Official Receipt for any refund of unutilized balance.
- 10. Keep and maintain financial and accounting records for the said funds in accordance with the Generally Accepted Accounting and Auditing principles with;
- 11. Refund to the DSWD-FO VIII any unused/unclaimed funds upon submission of the required liquidation reports within fifteen (15) working days from the completion of the distribution.

B. The DSWD FIELD OFFICE VIII shall:

1. For AICS:

- a. Ensure that LGUs comply with the submission of SACs and other documentary requirements stipulated under Memorandum Circular 04, series of 2020;
- b. Send personnel to the areas of payout to strictly monitor the distribution of assistance, disbursement, and utilization of funds by the LGUs; daily monitoring is required when warranted;
- c. Conduct regular coordination and monitoring with the LGU regarding the implementation of the assistance;
- d. Demand the LGU to refund the full amount of unutilized/disallowed amount within a period of fifteen (15) working days from the completion of the distribution but not beyond ninety (90) calendar days upon receipt of the transferred funds;

3. For Social Pension:

- a. Release the funds to the LGU 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;

- b. Personnel shall be sent to the areas of payout to strictly monitor the distribution of assistance, disbursement, and utilization of funds by the LGUs; daily monitoring is required when warranted;
- c. Act on grievances or complaints in close coordination with the LGU;
- d. Senior Citizens who are not included in the list of beneficiaries shall be validated and shall undergo data processing through the Social Pension Information System (SPIS). Senior citizens who are tagged as waitlisted based on the LGU master list shall undergo the same process, however, 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);
- e. Update the database of clients served after the LGUs submit the paid beneficiaries based on the payroll, with corresponding attachments;
- f. Conduct regular coordination and monitoring with the LGU regarding the implementation/status of the program; and
- g. Issue Official Receipts (OR) to the LGUs with undisbursed balances for the refund of undistributed funds within fifteen (15) working days from the completion of the distribution.

III. ACCOUNTABILITY

No additional funds may be transferred by DSWD Field Office to LGU until they have submitted a liquidation report for earlier fund releases.

Any violation and all acts of malfeasance, nonfeasance and misfeasance of the provisions of this Memorandum of Agreement shall render Local Chief Executive and other officials of the LGU to be criminally, civilly and administratively liable after due process of law.

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 in full force and effect only for three (3) months, unless extended by the parties: Provided that the LGU shall make full liquidation of the funds transferred by the DSWD.

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:

MARIE ANGELA S. GOPALAN
Regional Director

By: LOCAL GOVERNMENT UNIT OF ORMOC

By:

RICHARD I. GOMEZ, DPA
City Mayor

WITNESSETH:

BRIGETTE ESPEJO

CHRISTOPHER BACASON

MARCELA B. LIM

DELIA CORBO

DELIA VILBAR

ROSARIO SERAFICA

SABRINA DUERO

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
Richard I. Gomez			

Known to me as the same person who executed the foregoing instrument, and he acknowledged to me that the same is their free act and deed. This instrument consisting of nine (8) 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. _____

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

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 nine (8) 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.

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