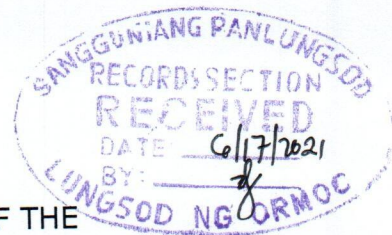


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON JUNE 15, 2021

PRESENT:

Tomas R. Serafica,	(Temporary Presiding Officer)
	SP Member, Presiding Officer "Pro-Tempore"
Benjamin S. Pongos, Jr.,	SP Member, Majority Floor Leader
Roiland H. Villasencio,	SP Member, 1 st Asst. Majority Floor Leader
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
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

ON LEAVE:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Gregorio G. Yrastorza III,	SP Member

RESOLUTION NO. 2021-164

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN THE
MEMORANDUM OF UNDERSTANDING (MOU) AND
SPECIFIC IMPLEMENTATION AGREEMENT (SIA) WITH
THE DEPARTMENT OF SOCIAL WELFARE AND
DEVELOPMENT FOR THE SUCCESSFUL
IMPLEMENTATION OF THE KILOS-UNLAD (KU)
SOCIAL CASE MANAGEMENT.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated June 1, 2021 from the Office of the City Mayor, endorsing a request for the issuance of a Resolution granting the City Mayor or Acting City Mayor the authority to sign the Memorandum of Understanding (MOU) and Specific Implementation Agreement (SIA) with the Department of Social Welfare and Development for the successful implementation of the Kilos-Unlad (KU) Social Case Management, copies of the MOU and SIA are hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Annotation dated May 27, 2021, the City Legal Office finds nothing legally objectionable in the said MOU and SIA that the same are not contrary to law, morals, public order, or public policy much less detrimental to the best interests of Ormoc City;

WHEREAS, in Republic Act 11310 or 4Ps Act, the Pantawid Pamilyang Pilipino Program (4Ps) is the national poverty reduction strategy and a human capital investment program that provides conditional cash grants to the poorest of the poor for a maximum of seven (7) years to improve the health, education, and nutrition aspects of children aged 0-18;

WHEREAS, the 4Ps also helps the Philippine Government fulfill its commitment to the Millennium Development Goals, now as Sustainable Development Goals (SDGs) – specifically in eradicating extreme poverty and hunger, in achieving universal primary education, in promoting gender equality, in reducing child mortality, and in improving maternal health care;

WHEREAS, under the Local Government Code, LGUs are mandated to address the needs of its constituencies, and empower the people through direct participation in the affairs of Government, by allowing them the widest possible space to decide on, initiate, implement, and innovate on development activities that address their identified needs;

WHEREAS, the City of Ormoc recognized its role in ensuring inclusive development, and commits to address the needs of the poor within its jurisdiction;

WHEREAS, DSWD and the City Government of Ormoc, are willing and able to partner with each other to address poverty, empower citizens, and promote inclusive growth, and agree to commit each other to such partnership through this MOU;

WHEREAS, the subject MOA clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same, and this Sanggunian, upon thorough review, finds that the same is entered for the purpose of improving poverty-reduction, thereby, serving the best interests of the City and its constituents, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Vincent L. Rama, Chairman, Committee on Social Welfare, Senior Citizens, and Persons with Disability and SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Nolito M. Quilang, Eusebio Gerardo S. Penserga, Roiland H. Villasencio, Peter M. Rodriguez, 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 UNDERSTANDING (MOU) AND SPECIFIC IMPLEMENTATION AGREEMENT (SIA) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FOR THE SUCCESSFUL IMPLEMENTATION OF THE KILOS-UNLAD (KU) SOCIAL CASE MANAGEMENT;

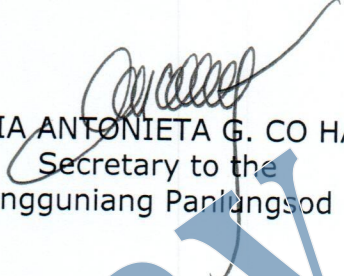
ADOPTED, June 15, 2021.

RESOLVED, FURTHER, that a copy of the final notarized MOU and SIA be submitted to this Sanggunian for its information and files;


RESOLVED, FINALLY, 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; DSWD; CSWD; the City Local Government Operations Officer-DILG; 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:


TOMAS R. SERAFICA
(Temporary Presiding Officer)
SP Member
Presiding Officer "Pro-Tempore"

**MEMORANDUM OF UNDERSTANDING
FOR THE KILOS UNLAD SOCIAL CASE MANAGEMENT**

Know all Men by These Presents:

This Memorandum of Understanding, hereinafter referred to as the MOU, is made and entered into this _____ day of _____ 2021, 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 **Grace Q. Subong**, in his / her capacity as Regional Director of Field Office VIII, hereinafter referred as the DSWD;

AND

The **City of ORMOC**, a City of the Republic of the Philippines with principal address at the City Hall of Ormoc City, Leyte, herein represented by **Hon. Richard I. Gomez** in her capacity as Mayor and hereinafter referred to as the City.

WITNESSED THAT

WHEREAS, the Department of Social Welfare and Development (DSWD) is the primary government agency mandated to develop, implement, and coordinate social protection and poverty-reduction solutions for and with the poor, vulnerable, and disadvantaged.

WHEREAS, in Republic Act 11310 or 4Ps Act, the Pantawid Pamilyang Pilipino Program (4Ps) is the national poverty reduction strategy and a human capital investment program that provides conditional cash grants to the poorest of the poor for a maximum of seven (7) years to improve the health, education, and nutrition aspects of children aged 0-18.

WHEREAS, the 4Ps also helps the Philippine government fulfil its commitment to the Millennium Development Goals (MDGs), now as Sustainable Development Goals (SDGs) —specifically in eradicating extreme poverty and hunger, in achieving universal primary education, in promoting gender equality, in reducing child mortality, and in improving maternal health care.

WHEREAS, under the Local Government Code, LGUs are mandated to address the needs of its constituencies, and empower the people through direct participation in the affairs of government, by allowing them the widest possible space to decide on, initiate, implement, and innovate on development activities that address their identified needs;

WHEREAS, the City of Ormoc, is a 1st class city in the Province of Leyte, recognized its role in ensuring inclusive development, and commits to address the needs of the poor within its jurisdiction.

WHEREAS, DSWD and the City Government of **Ormoc**, are willing and able to partner with each other to address poverty, empower citizens, and promote inclusive growth, and agree to commit each other to such partnership through this MOU.

Not contrary to laws, public
interest
Amendments/Revisions
DATE MAY 27 2021

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

Section 1: Purpose of the Memorandum of Understanding

The purpose of this Memorandum of Understanding (MOU) is to establish a partnership between DSWD and the City Government of Ormoc for the successful implementation of the Kilos-Unlad (KU) Social Case Management that will address the needs of the poor, empower citizens, and promote inclusive growth in the City.

Section 2: Objectives of the Partnership

The DSWD and the City of Ormoc agree to engage in partnership through the coordinated and complementary execution of the Kilos-Unlad (KU) implementation activities supported by resources to be provided by both 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 Kilos-Unlad (KU) Implementation to be undertaken in the City.
2. Provide relevant data to the LGU in a timely manner to inform the decision and plans of LGU on the KU implementation;
3. Establish and strengthen a counterpart Municipal Action Team, hereinafter referred to as the MAT, that will serve as the main unit for coordination and support in the execution of Kilos-Unlad (KU) Implementation in the city;
4. Provide technical assistance to enable LGU and/ or community to enhance their capacity for the effective KU implementation, and;
5. Work with the LGU in ensuring all Kilos-Unlad (KU) implementation activities in the City are conducted in a participatory and transparent manner, in ways that build greater social accountability of government to citizens, while securing efficient and effective delivery of results.
6. Ensure six month after-care services to exited program beneficiaries such as assistance to the C/MSWDO on the compliance stipulated in the Oath of Commitment. (See Oath of Commitment)

Section 3.2 The Municipal LGU shall;

1. Coordinate with the DSWD on the development, implementation, monitoring, and assessment and evaluation of Kilos-Unlad (KU) Implementation to be undertaken in the City.

Drafted by CLO

policy, moral.
Amendments/Revisions
BY: [Signature] DATE: MAY 27 2023

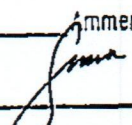
2. Provide relevant data to the DSWD in a timely manner, important for informed decision making on the implementation of the implementation of Kilos Unlad.
3. Establish and strengthen a counterpart City Advisory Council, hereinafter referred to as the CAC, chaired by the Local Chief Executive, which will serve as the body to coordinate technical assistance, monitoring and resolution of issues in the execution of Kilos-Unlad (KU) Implementation in the city;
4. Allocate or mobilize resources to support programs and activities related to Kilos Unlad to be implemented in the City. This also includes the designation of a permanent focal person within the LGU.
5. Ensure implementation of a City Action Plan and agreements for the Pantawid Pamilya beneficiaries with specific programs and services details on transitioning or exit procedure for an eventual exit of household beneficiaries from the program.
6. Adopt the implementation of the Kilos Unlad Seven Year Social Case Management Strategy of the DSWD 4Ps.
7. Pass an ordinance that include a clause in support of the local implementation of 4Ps with budget allocation and adoption of Kilos Unlad as the social case management process and graduation/exit services/intervention for the beneficiaries.
8. Provide necessary recommendations and suggestions to improve KU guidelines, processes and tools;
9. Adopt measures to ensure the safety and security of DSWD personnel who may be assigned to work in the City.
10. Work with the DSWD in ensuring all Kilos –Unlad implementation activities in the City are implemented in a participatory and transparent manner, in ways that build greater social accountability of government to citizens, while securing efficient and effective delivery of results.

Section 4: Implementation of Programs and Services

Any programs and activities related on Kilos Unlad to be implemented with the purpose and objective of this Memorandum of Understanding and partnership with legally binding obligations, shall be established through the execution of **SPECIFIC IMPLEMENTATION AGREEMENTS** or **SIA**. The SIA shall be authorized in writing by each party's authorized representative. Once executed, SIA shall form part of this MOU, as addendum.

Section 5: Voluntary Commitment

This Memorandum of Understanding 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 Kilos-Unlad (KU) Implementation. No party shall

Amendments/Revisions	
BY: 	DATE: <u>Jan 21, 2021</u>

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 the costs of the Kilos-Unlad (KU) implementation to realize 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.

Section 7: Grievance Redress System

A grievance redress system (GRS) shall be jointly established or strengthened by the LGU and the DSWD to provide a venue for the stakeholders to raise their concerns or complaints on any aspect of implementation of KU or any of the staff (both LGU and DSWD) involved in implementation. Any of the available systems existing in the city 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 Pantawid Pamilyang Pilipino Program (4Ps). Details of operationalizing the GRS may be agreed upon with the LGU and incorporated in the Specific Implementation Agreement (SIA).

Section 8: Duration and Termination

This shall take effect upon signing by both parties. The MOU may be terminated by any party subject to a thirty (30) day written notice of termination. Any amendment to this MOU shall be made in writing and must be concurred by BOTH PARTIES.

IN WITNESS THEREOF, the parties have set their hands on this Agreement this _____ day of _____, 2021.

DATE MAY 27 2021

FOR THE DSWD:

FOR THE CITY:

GRACE Q. SUBONG
Regional Director

HON. RICHARD I. GOMEZ
City Mayor

WITNESSES:

PAULA B. UNAY
PDO – V / Division Chief
Pantawid Pamilyang Pilipino Program

DELIA D. CORBO
City Social Welfare
and Development Officer

ACKNOWLEDGEMENT

Republic of the Philippines

City of _____

ss. _____

Before me, this _____ day of _____, 2021, personally appeared.

NAME	GOVERNMENT ISSUED ID	DATE/PLACE ISSUED

Who executed the foregoing Memorandum of Understanding signed on all pages, including this page on which this acknowledgement is written and acknowledged the same to be their own free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date, place above written this _____ day of _____ 2021 at _____, Philippines.

Notary Public

Doc No. _____

Page No. _____

Book No. _____

Series No. 2021



**SPECIFIC IMPLEMENTATION AGREEMENTS
FOR THE PANTAWID PAMILYANG PILIPINO PROGRAM, KILOS UNLAD
SOCIAL CASE MANAGEMENT**

This is a supplementary agreement to the Unified Memorandum of Agreement signed between the **Department of Social Welfare and Development (DSWD)** and the City Local Government of **Ormoc City**. It details the implementation arrangements for the Pantawid Pamilyang Pilipino Program in the city anchored on Republic Act 11310 and its Implementing Rules and Regulations.

ROLES AND RESPONSIBILITIES OF THE PARTIES

In adherence to the 4Ps law, DSWD and partner LGUs are enjoined to have clear and targeted programs for the beneficiaries ensuring that their well-being is improved and not slide back to poverty. The program specifically would like to propose below minimum critical roles and responsibilities:

A. Department of Social Welfare and Development (DSWD)

The DSWD at the regional level, shall serve as the planning, coordinating, implementing and monitoring body of the program reporting to the DSWD Central Office. It shall establish an arrangement of line of authority, communications, and the roles and responsibilities of the different divisions, including provincial, city structures, in the implementation of the program.

Pursuant to this agreement, the DSWD shall:

1. Advocate for the implementation of 4Ps as the national poverty reduction and a human capital investment program that provides conditional cash transfer to qualified household – beneficiaries;
2. Identify and select the target household – beneficiaries on the basis of a uniform, objective and transparent selection process as indicated in Section 5 of the Pantawid Act;
3. Provide cash transfer to the identified and qualified program beneficiaries;
4. Lead and coordinate with different national and local government agencies including organizations from the private sector to ensure full implementation of statutory commitments herein;
5. Review and recommend in collaboration with other partner devolved government agencies policy development and enhancement to further improve the

Enhanced Pantawid SIA for LGU Partners

✓ Not contrary to laws, public
policy, moral.

Amendments/Revisions

DATE MAY 27 2021

implementation of the program through the regular conduct of advisory council meetings.

B. Roles and Responsibilities of the CITY Local Government Unit

1. Take the lead and facilitate the passage of City Ordinance supporting the program implementation of 4Ps to improve the condition of its poor constituents;
2. Include in the Annual Investment Plan and/or Local Poverty Reduction Action Plan to complement the implementation of 4Ps' activities;
3. Provide complementary services and monitor availability of the required supply side and services to ensure that beneficiaries are able to comply with the program conditions and their eventual exit from the program such as livelihood assistance, scholarship programs, etc.
4. Provide services to address the gaps/result of the DSWD conducted Social Welfare and Development Indicators to program beneficiaries.
5. Convene, preside or designate a permanent representative in the regular City Advisory Council meetings.
6. Adopt the implementation of the Kilos Unlad Seven Year Social Case Management Strategy such as but not limited to:
 - a. Participates and attends as represented by the CSWDO in case conferences of identified household beneficiaries for program exit and transfer; CSWDOs shall engage the Pantawid workers (CLs, SWO III) by inviting them to case conferences and involving in service provision;
 - b. Ensure implementation of a City Action Plan and agreements for the 4Ps beneficiaries with specific programs and services details on transitioning or exit procedure for an eventual exit of household beneficiaries from the program;
 - c. Establish an operational system that includes mechanisms and processes to effectively engage and monitor households who exited/graduated from the program;
 - d. Ensure regular funding for post -program services to sustain the gains of household and included in the local development planning process;
 - e. Effectively engage partners and other stakeholders to mobilize the needed resources to sustain households and prevent them from sliding back to the poverty level.
 - f. Handles through the CSWDO all Pantawid special and difficult cases (e.g gender-based violence) for case management and delivery of services and interventions; CSWDOs acts as case managers as they are mandated and protected by related laws

✓
Not contrary to laws, public
policy, moral.

Amendments/Revisions

DATE: 27 JAN 2019

Enhanced Pantawid SIA for LGU Partners

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

_____) S.S

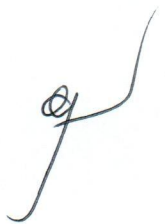
BEFORE me, a NOTARY PUBLIC for and in this day of _____, 2021, personally appeared before me;

NAME	CTC/I.D No.	Date/Place Issued
GRACE Q. SUBONG	11-7142	QUEZON CITY

Known to me to be the same persons who executed the foregoing instrument consisting of _____ (X) 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 _____ 2021 at _____.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021



7. Provide conducive office space and other logistical support to the Pantawid staff such as but not limited to office supplies, equipment, among others for the period of program implementation;
8. Designate permanent counterpart LGU Links to assist the DSWD hired City Links in the implementation of all Pantawid Pamilya activities in the city;
9. Advocate to other agencies and Civil Society Organizations, Private and Business Sectors and other intermediaries to gain support in the implementation of the Pantawid Pamilya.

ORMOC CITY LEGAL COUNSEL

C. EFFECTIVITY AND AMENDMENTS

This Agreement shall take effect upon signing of the parties 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 below mentioned

DATE: 10/11/2021

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT

GRACE Q. SUBONG
Regional Director

ORMOC CITY GOVERNMENT

HON. RICHARD I. GOMEZ
Ormoc City Mayor