



COMMITTEE on YOUTH and SPORTS DEVELOPMENT
EXCERPT FROM THE MINUTES OF REGULAR SESSION
NO. YSD 001 S-2025

Office of the Sangguniang Panlungsod
Received by Janet Pring
Date: 25 MAR 2025
Time: 10:38 AM

Subject: **A RESOLUTION AUTHORIZING THE CITY MAYOR HON. MAYOR STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) FIELD OFFICE IV-A CALABARZON. (PCR 787-2025 dated March 17, 2025)**

Hon. Rowena B. Mendiola, City Vice Mayor/Presiding Officer called the 132nd Regular Session to order.

Followed by Atty. Khalid Atega Jr. as Secretary of the Sangguniang Panlungsod proceeded with the roll call, the approval of the journal and minutes of the 132nd Regular Session, and the reading of the referrals to committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions, Memorials and Other Matters.

Upon reading and referral of Agenda Item NO. G.36 **PCR 787-2025** – “**A RESOLUTION AUTHORIZING THE CITY MAYOR HON. MAYOR STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) FIELD OFFICE IV-A CALABARZON.**” **PCR 787-2025 dated March 17, 2025.** As mandated by laws, LGUs to discharge basic services including social welfare services to its constituents. DSWD and LGUs are partners in implementation of social services for the poor, vulnerable, and marginalized people.

Hon. Palm Angel S. Buncio moved that the aforementioned resolution be **APPROVED**, which was unanimously seconded by the City Council members.

The session moved to **ADJOURNMENT**.

Prepared By:


EDGAR ALLAN L. SORILLO
Local Legislative Staff Asst. 1

Attested By:


PALM ANGEL S. BUNCIO
Chairman on Committee on Youth and Sports
Development

COMMITTEE MINUTES NO. YSD- 001-2025

Page 1

PCR- 787-2025- A RESOLUTION AUTHORIZING THE CITY MAYOR STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT OFFICE IV-A.





COMMITTEE on YOUTH and SPORTS DEVELOPMENT

COMMITTEE REPORT
NO. YSD-001-2025

Office of the Sangguniang Panlungsod
Received by *MA* *2025*
Date *10:30am*

Subject **A RESOLUTION AUTHORIZING THE CITY MAYOR HON. MAYOR STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) FIELD OFFICE IV-A CALABARZON. (PCR 787-2025 dated March 17, 2025)**

Referred to this Committee on the 132nd Regular Session is the above subject matter for appropriate action and recommendation.

Pursuant to the Memorandum Circular (MC) 16, Series of 2022 issued by DSWD entitled "Revised Guidelines for the implementation of the Assistance to Individualism Crisis Situation" which provides for the different strategies such as transfer of funds to the local government unit.

The City Government of Bacoor is committed to deliver social welfare services to the poor, vulnerable and marginalized sectors. The City government and the DSWD are partners in ensuring the effective and efficient delivery of financial aid distribution thru AICS Program to qualified beneficiaries in the City of Bacoor.

The Committee on Youth and Sports finds the request to authorize the City Mayor Hon. Strike B. Revilla to sign a Memorandum of Agreement with Department of Social Welfare and Development being beneficial to the youth of the City of Bacoor.

Recommendation:

In view of the foregoing, the Honorable Members of the Committee hereby recommend **TO APPROVE** the Proposed City Resolution Authorizing the City Mayor Hon. Strike B. Revilla, to Sign a Memorandum of Agreement on Behalf of the City of Bacoor with the Department of Social Welfare and Development Field Office IV-A Calabarzon.





WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this 17th day of March, 2025 at the City of Bacoor, Cavite.

COMMITTEE on YOUTH and SPORTS DEVELOPMENT



COUN. PALM ANGEL S. BUNCIO
Chairman



COUN. MICHAEL E. SOLIS
Vice Chairman



COUN. CATHERINE S. EVARISTO
Member



COUN. RANDY C. FRANCISCO
Member





Republic of the Philippines
Province of Cavite
CITY OF BACOR
Office of the City Mayor



CGBCR-MO-02-F05.03

01/15/2025



06 MARCH 2025

HON. ROWENA BAUTISTA-MENDIOLA

Vice Mayor

City Government of Bacoor

OFFICE OF THE
SANGGUNIAN PANLUNGSOD
RECEIVED
BY RUTH JTB
DATE 3/6/25 TIME 4:00
BACOR CITY, CAVITE

THRU: **ATTY. KHALID A. ATEGA JR.**
Sangguniang Panlungsod Secretary

SUBJECT: **REQUEST TO PASS A RESOLUTION AUTHORIZING THE CITY
MAYOR, HON. STRIKE B. REVILLA, TO ENTER INTO AND SIGN
A MEMORANDUM OF AGREEMENT BETWEEN THE CITY
GOVERNMENT OF BACOR AND DEPARTMENT OF SOCIAL
WELFARE AND DEVELOPMENT**

Dear Hon. Bautista-Mendiola,

Greetings in the name of public service!

Under Section 458(5) of Republic Act No. 7160, the Sangguniang Panlungsod, as the legislative body of the city, shall approve ordinances that ensure the efficient and effective delivery of basic services and facilities, as provided under Section 17 of this Code. These include social services for youth welfare and provisions for the implementation of projects and programs for the youth, including but not limited to education, training, socio-cultural activities, sports, and livelihood opportunities.

To pursue this mandate, the City Government of Bacoor is committed to delivering social welfare services to its constituents, particularly the poor, vulnerable, and marginalized sectors. In line with this, the City seeks to strengthen its partnership with the DSWD in implementing the AICS program to ensure efficient and effective aid distribution to qualified beneficiaries. To achieve this, a Memorandum of Agreement (MOA) must be established to define the terms of cooperation between the DSWD and the LGU, ensuring compliance with relevant guidelines, accounting, budgeting, and auditing regulations.

In light of the foregoing, I respectfully request the esteemed members of the Sangguniang Panlungsod to enact an appropriate ordinance for the abovementioned subject. I am attaching herewith a draft MOA outlining the terms and conditions of the agreement for the reference and consideration of the Sangguniang Panlungsod.

Thank you.

Respectfully yours,


STRIKE B. REVILLA
City Mayor



Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111
Website: www.bacoor.gov.ph



Part no. 34-181809

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "MOA") is made and executed this ____ day of _____, 2025 (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**, a government agency created pursuant to Republic Act No. 5416, as amended, through DSWD FIELD OFFICE IV-A CALABARZON, and with office address at Alabang-Zapote Road, Alabang Muntinlupa City, Philippines, represented by Regional Director, **Hon. BARRY R. CHUA** and hereinafter referred to as the "**DSWD**"

and

The **CITY GOVERNMENT OF BACOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its Local Chief Executive, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. 2024-581A Series of 2024 dated September 09, 2024, and hereinafter referred to as the "**LGU**"

Collectively referred to as the "**Parties**"

WITNESSETH:

WHEREAS, the DSWD, pursuant to Executive Order (EO) No. 221 s. 2003 and EO No. 137, s. 2021, implements crisis intervention, through the Assistance to Individuals and Families in Crisis Situation (AICS) program;

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

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

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

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby mutually agree to enter into this agreement under the following terms and conditions:

I. APPLICABILITY

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

- A. The LGU may provide different kinds of financial assistance, not exceeding P10,000.00, to residents of the aforesaid LGU who are assessed to be qualified beneficiaries according to the parameters of MC 16, s. 2022, as follows:

| Kind of Cash Assistance | Amount of Assistance |
|--|-------------------------|
| Medical Assistance | P1,000.00 to P10,000.00 |
| Funeral Assistance | P1,000.00 to P10,000.00 |
| Educational Assistance | P1,000.00 to P10,000.00 |
| Cash assistance for other support services/Cash relief assistance such as assistance during natural and man-made disasters | P1,000.00 to P10,000.00 |

- B. Unless covered in a future MOA, the provision of the following assistance shall not be available and may not be charged against the funds subject to the present fund transfer, as follows:

- financial assistance exceeding Php10,000.00;
- issuance of guarantee letter; and
- material assistance.

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

II. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. The DSWD FO shall:

- Transfer funds to the LGU within fifteen (15) calendar days from the submission of the signed and notarized MOA and its supporting documents;
 - Certification for No Unliquidated cash advances in implementing the AICS program issued by the FO; and
 - Sanggunian Resolution authorizing the Local Chief Executive (LCE) to enter into a Memorandum of Agreement with DSWD FO.
- The DSWD shall transfer the total amount of **FORTY SIX MILLION PESOS (PHP 46,000,000.00)**, but its release shall be subject to the availability of funds. It is understood that no succeeding transfer of funds for the AICS program shall be allowed without the prior transfer of funds having been fully liquidated in accordance with existing accounting and auditing rules and regulations. Provided that all funds are liquidated by the 31st of December;

3. Provide technical assistance to the LGU on the following:
 - a. Guidelines in the implementation of the AICS Program under MC No. 16, s. 2022 including supplementary issuances thereto;
 - b. Compliance with financial obligations such as the liquidation of the fund transfer; and
 - c. All other matters that would ensure the smooth implementation of this MOA.
4. Comply with the provisions of COA Circular 94-013 dated December 13, 1994, as a Source Agency, to wit:
 - a. Obligate the allotment for the project to be implemented based on the MOA;
 - b. Issue a check in the name of LGU;
 - c. Maintain a subsidiary ledger of the cash transferred pertaining to the project;
 - d. Require the LGU to submit the Report of Check Issued (RCI) and the Report of Disbursement (RD) and furnish the latter with a copy of the journal voucher taking up the expenditures. Upon receipt of the copy of the Certificate of Settlement and Balances (CSB) and the Credit Notice (CN) issued by the LGU Auditor, the Accountant shall draw a journal voucher restoring back the amount previously credited for any disallowance. The LGU shall be furnished with a copy of the journal entry voucher; and
 - e. Issue the official receipt for the unused balance and the refunded disallowance remitted by the LGU.
5. Enforce the submission of a liquidation and other reports by the LGU through a demand letter, in case of failure to comply with the submission of reports mentioned under Section B of this MOA;
6. Regularly update the beneficiary database of the AICS Program using the data provided by the LGU, for onward transmission to the Central Office according to the timelines provided under existing DSWD issuances;
7. Conduct year-end assessment and evaluation of the MOA implementation; and
8. Designate a focal person for the progress monitoring as well as the submission of liquidation and other reports pursuant to this MOA.

B. The LGU shall:

1. Submit to the DSWD Field Office the signed and notarized MOA and the supporting documents to facilitate the transfer of funds.
2. Comply with the provisions of COA Circular 94-013 dated December 13, 1994, as the Implementing Agency, to wit:
 - a. Issue an official receipt for every amount received from the DSWD;

- b. Deposit the amount with its authorized depository bank;
 - c. Keep separate subsidiary records for the trust liability whether or not a separate bank account is maintained;
 - d. Within five (5) days after the end of each month, the Accountable Officer (AO) shall prepare the RCI and the RD and shall submit them with all supporting vouchers/payrolls and documents to the LGU Accountant. These reports shall be approved by the Local Chief Executive;
 - e. Within ten (10) days after receipt from the AO, the LGU Accountant shall verify the Reports, provide accounting entries, record and submit the duplicate copies of the Reports with all the originals of vouchers/payrolls and all supporting documents to the LGU Auditor. The accountant shall ensure that only expenses for the project are included in the Reports. The original copy of the Reports shall be submitted to the DSWD (Attention: The DSWD FO Accountant).
 - f. Record the disallowance in audit after receipt of the CSB and the CN issued by the LGU Auditor and require the settlement of any suspension and disallowance;
 - g. Return to the DSWD any unused balance and refund of disallowance upon completion of the project.
3. Ensure an adequate workforce, including one Registered Social Worker for every 300 qualified beneficiaries as well as an appropriate disbursement plan in case of mass payout, to implement the AICS program through the Local Social Welfare and Development Office, as far as practicable, in accordance with this MOA;
 4. Submit the list of beneficiaries, both in digital and print copies, in accordance with the standard reporting template in the **Annex** (see bit.ly/AICSReportingTemplate) after every payout or at the end of each month, as the case may be;
 5. Manage and address all grievances in the implementation of the MOA; and
 6. Designate a focal person responsible for submitting the status, liquidation, and other reports to the DSWD FO.

III. ACCOUNTABILITY

The funds released by DSWD shall be solely used for the implementation of the AICS program as provided for in this MOA subject to the usual auditing laws, rules, and regulations.

Once the fund is transferred to the LGU, subsequent transfer of such fund to any other LGU or entity shall not be allowed. In no case shall the fund transferred be utilized for the payment of additional compensation to employees in the form of allowances, incentive pay, bonuses, honorarium, or other forms of additional compensation, nor shall it be used to create new positions, to augment salaries of regular personnel or to purchase motor vehicles.

The Local Chief Executive shall take full responsibility for the proper implementation of the AICS program in the abovementioned LGU.

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

IV. EFFECTIVITY

This Memorandum of Agreement shall take effect upon signing hereof and shall remain valid and binding until the 31st of December 2025, or until all the obligations of the Parties pertaining to the liquidation or settlement of the fund transfer have been duly performed, whichever is applicable.

V. MISCELLANEOUS PROVISIONS

- A. ENTIRE AGREEMENT AND INTEGRATION.** This MOA constitutes the entire agreement between the Parties with respect to the subject matter of this MOA and supersedes all prior agreements, discussions, proposals, representations, or warranties, whether written or oral, on this subject matter.
- B. AMENDMENTS.** This MOA shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.
- C. AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this MOA on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
- D. GOOD FAITH.** In complying with and implementing the terms of this MOA, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- E. SEVERABILITY.** In the event that any provision of this MOA is declared by any judicial or competent Government Instrumentality to be void, illegal, or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as will achieve the intention of the Parties or any remaining provision of this MOA shall remain in full force and effect unless the Parties mutually agree that the effect of such declaration is to defeat the original intention of the Parties in which event, by mutual agreement, the Parties may decide to terminate this MOA.
- F. BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors-in-interest and assigns.

- G. **NOTICE.** Except as may be otherwise specifically provided in this MOA, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this MOA, or at such other addresses as may be subsequently specified by written notice.
- H. **RESOLUTION OF ISSUES.** Cases and issues not covered in this MOA shall be submitted to the DSWD for resolution.

IN WITNESS WHEREOF, the Parties through their duly authorized representatives, have executed this MOA as of the date and at the place set forth above.

**DEPARTMENT OF SOCIAL WELFARE
AND DEVELOPMENT**

By:

BARRY R. CHUA, MD
Regional Director
DSWD FO IV-A CALABARZON

**CITY GOVERNMENT OF
BACOR**

By:

Hon. STRIKE B. REVILLA
Local Chief Executive
City Resolution No. _____
Series of 2025

SIGNED IN THE PRESENCE OF:

Atty. MARVIE KATE T. ENCARNADO
OIC-City Accountant
City Accounting Office

Ms. EMILIANA DR. UGALDE, RSW
City Government Department Head
Bacoor CSWDO

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) SS.

BEFORE ME, a Notary Public, this ____ day of _____ 2025 for and in the
City of _____ personally appeared:

| Name | Government Issued ID | Place of Issue |
|----------------------|----------------------|----------------|
| STRIKE B. REVILLA | | |
| BARRY R. CHUA, MD | | |

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary act and deed as well as those of the corporation and instrumentality of the Government herein represented.

This instrument, consisting of seven (7) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year, and place above written.

Doc. No.;
Page No.;
Book No.;
Series of 2025